

COPY

510 Clarence Street • Lake Charles, LA 70601 337 436-3248 • 800 259-3248 • fax: 337 436-3641

SENT FEDERAL EXPRESS

August 29, 2008

Mr. Bijan Sharafkhani-Administrator Louisiana Department of Environmental Quality Office of Environmental Services, Waste Permits Division P. O. Box 4313 Baton Rouge, Louisiana 70821-4313

RE: Final Permit Application

McManus Construction, Inc. - Evergreen Landfill

AI #84822/D-019-12694/PER20070001

Calcasieu Parish

Smy to Swy Jhaman

PAAR

RECEIVED

SEP 15 2008

WASTE PERMITS DIVISION
SOLID & HAZARDOUS WASTE SECTION

Dear Mr. Sharafkhani:

On behalf of McManus Construction Inc., Arabie Environmental Solutions, Inc. (Arabie Environmental) submits five (6) copies of final solid waste permit application for the above referenced facility. This submittal is made as requested in Louisiana Department of Environmental Quality (LDEQ) correspondence dated July 2, 2008. This version of the permit application has incorporated within the information pertaining to Notices of Deficiency that have been previously addressed. In addition, this version of the application has been reformatted in accordance with the updated solid waste regulations. Appendices are also included where required.

Please advise if you have any questions or if additional information is required.

Sincerely,

C. Blaine Johnson, P.E.

attachments

cc: Sheldon McManus, McManus Construction Inc.

2000 SEP -8 MI 7: 14

PUBLIC NOTICE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ) MCMANUS CONSTRUCTION, INC - EVERGREEN LANDFILL TECHNICALLY COMPLETE SOLID WASTE TYPE III PERMIT APPLICATION

The LDEQ, Office of Environmental Services, has determined that a Standard Permit Application for McManus Construction, Inc, P.O. Box 17110, Lake Charles, LA 70616 for the Evergreen Landfill is technically complete and acceptable for public review. The facility is located approximately 0.5 mile North of the intersection of Evergreen Road and Old Spanish Trail (LA Highway 397), Mossville near Westlake, Calcasieu Parish.

McManus Construction, Inc proposes to construct and operate a Type III Construction and Demolition landfill.

Written comments, written requests for a public hearing or written requests for notification of the final decision regarding this permit action may be submitted to Ms. Soumaya Ghosn at LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. Written comments and/or written requests must be received by 12:30 p.m., Thursday, March 19, 2009. Written comments will be considered prior to a final permit decision.

If LDEQ finds a significant degree of public interest, a public hearing will be held. LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a written request for notification of the final decision.

The technically complete solid waste application is available for review at the LDEQ Public Records Center, Room 127, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.

Additional copies may be reviewed at the Calcasieu Parish Library - Westlake Branch located 937 Mulberry Street, Westlake, LA 70669 at Calcasieu Parish Library - Sulphur Regional Branch located at 1160 Cypress Street, Sulphur, LA 70663, the Calcasieu Parish Police Jury located at 1015 Pithon Street, Lake Charles, LA 70602, and the LDEQ Southwest Regional Office located at 1301 Gadwall Street, Lake Charles, LA 70615

Inquiries or requests for additional information regarding this permit action should be directed to Ms. Elizabeth Kashefi, LDEQ, Waste Permits Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-3068.

Persons wishing to be included on the LDEQ permit public notice mailing list or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at deqmailtistrequest@la.gov or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Permit public notices including electronic access to general information from the technically complete solid waste permit application can be viewed at the LDEQ permits public notice webpage at www.deq.louisiana.gov/apps/pubNotice/default.asp and general information related to the public participation in permitting activities can be viewed at www.deq.louisiana.gov/portal/tabid/2198/Default.aspx.

Alternatively, individuals may elect to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server at www.doa.louisiana.gov/oes/listservpage/ldeq pn listserv.htm

All correspondence should specify AI Number 84822 and Activity Number PER20070001.

Scheduled Publication Date: Thursday, February 12, 2009



HAROLD LEGGETT, PH.D. SECRETARY

State of Louisiana

DEPARTMENT OF ENVIRONMENTAL QUALITY ENVIRONMENTAL SERVICES

JAN 22 2009

CERTIFIED MAIL# 7005 0390 0006 1027 2532

Mr. Sheldon McManus
-McManus Construction, Inc.—Evergreen Landfill—
P.O. Box 17110
Lake Charles, LA 70616

RE:

Technically Complete Determination

McManus Construction, Inc. - Evergreen Landfill

AI #84822/D-019-12694/PER20070001

Calcasieu Parish

Dear Mr. McManus:

We are in receipt of the finalized copies of your permit application dated August 29, 2008 and the additional information package dated January 9, 2009. The additional information submitted separately has been inserted into the final copy of the permit application. After review of these documents, we have determined that your application is technically complete and prepared for public review.

The Environmental Assistance Division will distribute copies of your application for public review and place public notices in the appropriate newspapers in accordance with LAC 33:VII.513.F.3. Please contact Ms. Soumaya Ghosn at (225) 219-3276 for the date of publication and the dates for the comment period. At the conclusion of the comment period, we will consider all comments and render a permit decision regarding your application.

Please continue to reference your Agency Interest and Facility Identification. Numbers on all future correspondence regarding this matter. If you have any questions, please contact Elizabeth Kashefi of the Permits Division at (225) 219-3068.

Sincerely,

Thomas F. Harris

Administrator

Waste Permits Division

Ja Folis

ek

c: Mr. C. Blaine Johnson, P.E.
Arabie Environmental Solutions
510 Clarence Street
Lake Charles, LA 70601



SOLID WASTE PERMIT APPLICATION TYPE III DISPOSAL FACILITY

MCMANUS CONSTRUCTION, INC. EVERGREEN SITE CALCASIEU PARISH, LOUISIANA

Submitted

June 2007

Revised

August 2008

MCMANUS CONSTRUCTION, INC. EVERGREEN SITE

TABLE OF CONTENTS

SOLID WAST	E STANDARD PERMIT APPLICATION – PART I
LOUISIANA T	TITLE 33 PART VII: CHAPTER 520
520	COMPLIANCE INFORMATION4
LOUISIANA T	TITLE 33 PART VII: CHAPTER 521.II.
521.A.	SUPPLEMENTARY INFORMATION, ALL PROCESSING AND DISPOSAL FACILITIES5
521.B.	LOCATION CHARACTERISTICS6
521.C.	FACILITY CHARACTERISTICS10
521.D.	FACILITY SURFACE HYDROLOGY13
521.E.	FACILITY PLANS AND SPECIFICATIONS15
521.F.	FACILITY ADMINISTRATIVE PROCEDURES18
521.G.	FACILITY OPERATIONAL PLANS21
521.H.	IMPLEMENTATION PLAN28
521.I.	FACILITY CLOSURE29
521.J.	FACILITY POST-CLOSURE33
521.K.	FINANCIAL RESPONSIBILITY35
521.L.	SOLID WASTE FEES37
521.M.	SPECIAL REQUIREMENTS38
LOUISIANA	TITLE 33 PART VII: CHAPTER 522.II.
522 A	GENERAL FACILITY GEOLOGY39

TABLE OF CONTENTS (Continued)

522.B.	SUBSURFACE CHARACTERIZATION	41
522.C.	FACILITY GROUNDWATER MONITOR	RING42
LOUISIANA T	TITLE 33 PART VII: CHAPTER 523.III	
ADDIT	TIONAL SUPPLEMENTARY INFORMATI	ON44
	FIGURES	
SITE LOCATI	ON MAP	1
SITE DIAGRA	M MAP	2
FLOOD ZONE	E MAP	3
AERIAL PHO	TOGRAPH	4
POPULATION	DENSITY MAP	5
25-YEAR, 24-1	HOUR RAINFALL MAP	6
AQUIFER RE	CHARGE MAP	7
TYPICAL CRO	OSS-SECTION	8
FINAL CONT	OUR MAP	9
	TABLES	
	LAND USE STATISTICS	
	IMATION TABLE	
CLOSURE AN	ND POST CLOSURE COST ESTIMATE	3

TABLE OF CONTENTS (Continued)

ATTACHMENTS

REPLY LETTER FROM CPPJ REGARDING ZONING	
PROOF OF PUBLICATION	2
RESOLUTION OF BOARD OF DIRECTORS	3
REPLY LETTER FROM LDOTD REGARDING ROADWAY/TRAFFIC	
REPLY LETTER FROM CPPJ REGARDING ROADWAY/TRAFFIC	5
REPLY LETTER FROM STATE AGENCY REGARDING HISTORICAL SITES	6
REPLY LETTER FROM OFFICE OF STATE PARKS CONCERNING	
RECREATIONAL AREAS	7
REPLY LETTER FROM US FISH & WILDLIFE SERVICE CONCERNING	
WILDLIFE AREAS & ENDANGERED & THREATENED SPECIES & HABITATS	8
DOCUMENTATION FROM THE DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS REGARDING WETLANDS	9
LPDES GENERAL PERMIT	10
GEOTECHNICAL INFORMATION	11
ENGINEERS CERTIFICATION	12
CONTINGENCY PLAN	13
LETTERS REGARDING 29 CFR.1910	14
DOCUMENT TO BE FILED IN THE PARISH RECORDS UPON	
FINAL CLOSURE OF A SOLID WASTE DISPOSAL FACILITY	15
CERTIFICATE OF INSURANCE	16
FINANCIAL ASSURANCE	17
ADDENDUM TO PERMIT APPLICATION PER LAC 33:I.1701	18

SOLID WASTE STANDARD PERMIT APPLICATION - PART I

(The form shall be completed in accordance with the instructions found in LAC 33:VII.513.A.1)

A.	Applica	nt (Permit Holder): McManus Construction, Inc.	<u></u>		
— В.	Facility	Name: Evergreen Landfill			
C.		y Location/Description: Approximately 0.5 mile north of the intersection of green Road and Old Spanish Trail (LA Highway 397) in Calcasieu Parish.			
D.	Location	n: Section 29 Township 9 South. Range 9 West			
	Coordi	Parish: <u>Calcasieu</u> . nates: Latitude – Degrees 30 Minutes 15 Seconds 10			
E.	Mailing	Long Degrees 93 Minutes 18 Seconds 54 Address: P. O. Box 17110 Lake Charles, Louisiana 70616			
F.		Debra J. Bushnell, Office Manager			
G.		ne: (337) 433-2959			
	-	d Purpose of Operation: (check each applicable line)			
Ту	pe I	Industrial Landfill			
		Industrial Surface Impoundment			
		Industrial Landfarm			
Type I-A		Industrial Incinerator Waste Handling Facility			
		Industrial Shredder/Compactor/Baler			
		Industrial Transfer Station			
Ту	pe II	Sanitary Landfill			
		Residential/Commercial Surface Impoundment .			
		Residential Commercial Landfarm			

Type II-A	Residential/C	ommercial Incinerator W	aste Handling Fac	cility
	Residential/C	ommercial Shredder/Con	npactor/Baler	
	Residential/C	Residential/Commercial Transfer Station		
	Residential/C	ommercial Refuse-Deriv	ed Fuel	
Type III	Construction/	Demolition-Debris Land	fill	<u>X</u>
	Woodwaste L	andfill		<u>X</u>
	Compost Fac	ility		
	Resource Rec	covery/Recycling Facility		
Other	Describe: N	lone		
J. Operati	ion Status:	Existing	Proposed_	<u>X</u>
K. Total A	cres 30.0	Processing Acres	_ Disposal Act	res_25.0
<u>LPDE</u>		nit, No. LAG78000 (appl		
<u>US Ar</u>	my Corps of E	ngineers Section 404 Wet	lands Permit, No.	. WK-20-000-2288
Attac	hment 9			
M. Cont Develops wide pro	ment Authority	gional plans. Attach letter (LRRDA) stating that the	from the Louisiar e facility is an ac	na Resource Recovery and eceptable part of the state-
disposal	in accordance was activity occurrates such so	ing entirely within the b	DA authority doe oundaries of a pl	es not apply to solid waste lant, industry, or business
N. Zoned:	Yes X	No Zoning Req	uested	
Zone	Classification: _	I-2 Heavy Industrial	<u> </u>	
propose	If zoned, included use does not very SEASE SEE ATT	riolate existing land-use re	d/or other docum equirements.)	nentation stating that the

O. Types, Quantities, and Sources of Waste:

	Processing		Disposal	
	On-Site	Off-Site	On-Site	Off-Site
Residential	N/A	N/A	N/A	N/A
Industrial	N/A	N/A	N/A	N/A
Commercial	N/A	N/A	N/A	N/A
Other (Yard Waste)	N/A	N/A	N/A	0-20 tons/week *
(Const./Demo. Debris)	N/A	N/A	N/A	0-750 tons/week *

^{*} Only when job is in progress

_	~			
Р.	Serv	1100	Δ+	'C O '
	SULV		Δ	La.

Q.

ci vice i dica.		
List of Parishes	Calcasieu, Cameron,	Beauregard, Jefferson Davis, Allen, Vernon,
	Vermillion, Acadia	
	Statewide	Unlimited
		ttach proof of publication of the notice regarding the d by LAC 33:VII.513.A.

R. Certification: I have personally examined and am familiar with the information submitted in the attached document, and I hereby certify under penalty of law that this information is true, accurate, and complete to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment.

Signature: Shilda	grehm_	
Date: 8-7-	V	
Typed Name and Title_	Sheldon J. McManus, Vice-President	

(Note: Attach proof of the legal authority of the signee to sign for the applicant.)

***PLEASE SEE ATTACHMENT 3.

***PLEASE SEE ATTACHMENT 2.

LOUISIANA TITLE 33 PART VII: CHAPTER 520.II.

COMPLIANCE INFORMATION

Solid Waste Permit Application

33:VII.520.

Compliance Information

33:VП.520.А 33:I.1701.

All applicants for solid waste permits shall comply with the requirements of LAC

RESPONSE:

Please see Attachment 18 for addendum to permit per LAC 33:I.1701

LOUISIANA TITLE 33, PART VII: CHAPTER 521.II

SUPPLEMENTARY INFORMATION, ALL PROCESSING AND DISPOSAL FACILITIES

33:VII.521 Part II: Supplementary Information, All Processing and Disposal Facilities

33:VII.521.A The permit application for solid waste processing and disposal facilities shall contain the information described in this Section. All responses and exhibits shall be identified in the following sequence to facilitate the evaluation. Additionally, all applicable Sections of LAC 33:VII.Chapters 7 and 8 shall be addressed and incorporated into the application responses. If a Section does not apply, the applicant shall state that it does not apply and explain why.

33:VII.521.B: LOCATION CHARACTERISTICS. Standards pertaining to location characteristics are contained in LAC 33:VII.709.A (Type I and II facilities), LAC 33:VII.717.A (Type I-A and II-A facilities), and LAC 33:VII.719.A (Type III facilities). The following information is required for all facilities:

33:VII.521.B.1. area master plans;

RESPONSE: McManus Construction, Inc., Evergreen Disposal Site will operate as a Type III construction/demolition debris and wood waste disposal facility. The roadways currently in use are all-weather roads adequately designed to avoid congestion, sharp turns, obstructions and other hazards conducive to accidents. The roadways will be able to withstand the weight of the transportation vehicles currently in use. A site location map is included as Figure 1. The map indicates the location of the facility, the road network, the location of the closest population center(s), and the location of the nearest public-use airport.

33:VII.521.B.2. access facilities;

RESPONSE: Access to the facility, major drainage systems and drainage-flow patterns of the facility are indicated on the site diagram, included as Figure 2. A Flood Rate Insurance Map (FIRM) indicating the location of the 100-year flood plan is included as Figure 3.

33:VII.521.B.3. a letter from an appropriate agency concerning the traffic flow for facilities receiving waste generated off-site;

RESPONSE: A letter dated March 9, 2006 from the Louisiana Department of Transportation and Development indicated that projected traffic patterns do not normally restrict site development activities. The letter further states that weight restrictions posted at the outer boundaries of the affected area serve to safeguard against the adverse impact to state roads as a result of traffic generated by future development. Adverse impact by future development is understood to include any future impact potentially created by virtue of the solid waste permit being applied for. In addition, in the letter from the Louisiana Department of Transportation and Development, it is stated "Weight limits which are less than the statutory maximum restrictions can only be imposed on state highways where roadways and bridges cannot withstand the heavier loads without sustaining severe damage. Weight restrictions which are established below the universal legal limits are posted at the outer boundaries of the affected area." No such postings have been made in the area of the proposed facility. A copy of the letter is included as Attachment 4.

A letter dated February 26, 2006 from the Calcasieu Parish Police Jury indicated that the landfill should not have a significant traffic impact on Evergreen Road and that the traffic generated by the proposed facility would be characteristic of the traffic type currently using Evergreen Road. A copy of the letter is included as Attachment 5.

This proposed location was used for construction and demolition debris disposal, per request of the Calcasieu Parish Police Jury, under the Department's Declaration of Emergency subsequent to Hurricane Rita. The truck traffic at that time, though greater in volume, was similar to that which will be seen during the operation of the proposed facility. The truck traffic resulting from these

previous activities did not adversely affect the area roadways. Therefore it is concluded that the current construction and maintenance of the roadway is adequate.

33:VII.521.B.4. the distance to the nearest airport runway and proof of notification to the affected airport and the Federal Aviation Administration;

RESPONSE: Since the proposed facility will not handle putrefied solid waste, notification of affected airports is not required and was not performed. The nearest public use airport is Southland Field, approximately 9 miles southwest of the site.

33:VII.521.B.5. the existing land use;

RESPONSE: A computerized database of census information was utilized by IMCAL to develop a table of 2000 census statistics for each of the following land use categories. The compiled data are summarized in Table 1. Based on the 2000 census statistics as compiled in the database, the area land use is as described below per LAC 719.A.

- The residential land use within three miles of the facility is approximately 14.24 square miles or 51 percent of the total included area.
- The supplied data listed no health-care facility within three miles of the facility. The school land use percentage is 0.03 square mile or less than 1 percent of the total included area.
- The agricultural land use within three miles of the facility is approximately 3.79 square mile or 13 percent of the total included area.
- The amount of industrial and/or manufacturing land use within three miles of the facility is approximately 7.76 square miles or 28 percent of the total included area.
- The commercial land use within three miles of the facility is approximately 0.6 square mile or 2 percent of the total included area.
- The supplied data listed no recreational use within three miles of the facility. However, a public recreation center is approximately 1 mile east/southeast of the facility. The land use percentage is estimated to be less than 0.01 square mile or less than 1 percent of the total included area.
- The amount of undeveloped land use within three miles of the facility is approximately 1.58 square miles or 6 percent of the total included area.

33:VII.521.B.6. an aerial photograph of the site;

RESPONSE: The most current aerial photograph was 2004. A copy of the photograph (Figure 4) indicates the site location and a 1-mile radius of the site.

33:VII.521.B.7. the environmental characteristics of the site;

RESPONSE: There are no known historical sites, archaeological sites, swamps, marshes, recreational areas, wildlife-management areas, habitats for endangered species, or sensitive ecological areas within 1000 feet of the facility.

Based on an U.S. Army Corps of Engineers Wetland Determination (account # 199901006), no wetland areas are present within the facility perimeter. Active disposal areas are isolated from any offsite wetland areas by a buffer zone of at least 50 feet.

Correspondence has been received from the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, Office of the State Historic Preservation Officer indicating that there are no sites or properties either listed on or which have been determined eligible for listing on the National Register of Historic Places within 1,000 feet of the facility. The correspondence further states there are no known archaeological sites located within 1,000 feet of the facility. A copy of the letter is included as Attachment 6.

A letter has been received from the Louisiana Department of Culture, Recreation and Tourism, Office of State Parks indicating there are no recreation areas within 1000 feet of the facility. A copy of the letter is included as Attachment 7.

Correspondence has been received from the US Fish and Wildlife Service regarding documentation of any designated wildlife-management areas, swamps and marshes, habitats for endangered species, and other sensitive ecologic areas within 1000 feet of the facility. A copy of the response from the Department of Wildlife and Fisheries has been included as Attachment 8, which indicates there are no rare, threatened, or endangered species or critical habitats within 1000 feet of the facility.

Correspondence was sent to the U.S. Army Corps of Engineers (Corps) requesting their concurrence that there are wetlands within 1000 feet of the facility. Response from the Corps regarding this issue is included as Attachment 9. The information provided in Corps of Engineers Wetland Determination remains adequate and up to date. The conditions of the site with regards to wetlands and other waters as determined by the Corps of Engineers have not changed such that wetlands or other waters now exist in places where they did not exist before. An updated response from the Corps of Engineers is included in Attachment 9.

As noted in the responses above, there are no known historic sites, recreational areas, archaeological sites, designated wildlife management areas, habitats for endangered species, or other sensitive ecologic areas located within 1000 feet of the facility perimeter.

Much of the undeveloped land in Calcasieu Parish meets the Federal definition of wetlands, and some of those areas are near the facility. The facility to be permitted had been in operation for over 20 years as a borrow pit. Wetland areas that may exist in the area have not been eliminated by the current facility operations. Current and planned site operations are not expected to alter or affect hydrology or vegetation of the areas surrounding the site as they relate to wetlands. The surrounding areas of the site have historically survived, undisturbed, and are expected to continue

to survive. These areas are isolated from active disposal areas of the site by a buffer zone of at least 50 feet. Refer to Attachment 9 for documents regarding to the wetlands evaluation of the site.

33:VII.521.B.8. a wetlands demonstration, if applicable, as provided in LAC 33:VII.709.A.8;

RESPONSE: Not applicable because 709.A.4. states this item is applicable to Type I and II facilities and this is a Type III facility.

33:VII.521.B.9. demographic information concerning the estimated population density, within a 3-mile radius of the facility boundary, based on the latest census figures; and

RESPONSE: The estimated population within a three-mile radius of the facility is 14,194 based on 2000 census figures. Based on a total area of 28.22 square miles, this is a population density of about 503 persons per square mile. A population map showing the site location and the population and area figures is included as Figure 5.

33:VII.521.B.10. information regarding wells, faults, seismic impact zones, unstable areas, and utilities, which is required for Type I and II facilities.

RESPONSE: Not Applicable. The subject site is not a Type I or II facility

33:VII.521.C. FACILITY CHARACTERISTICS. Standards concerning facility characteristics are contained in LAC 33:VII.709.B (Type I and II facilities), LAC 33.VII.717.B (Type I-A and II-A facilities), and LAC 33:VII.719.B (Type III facilities). A facility plan, including drawings and a narrative, describing the information required below shall be provided.

33:VII.521.C.1. The following information is required for all facilities:

33:VII.521.C.1.a. elements of the process or disposal system employed;

RESPONSE: Original contours for the site appear on the topographic map included as Figure 1. The facility property lines, surface drainage, drainage ditches, roads and buildings at the location appear on the site diagram, included as Figure 2.

33:VII.521.C.1.b. the perimeter barrier and other control measures;

RESPONSE: There will be one entrance to the site from public roads. The facility will be located approximately 300 feet from the public road. The main gate will be located on the facility entrance road and will be closed and locked at all times when the facility is not in operation to prevent unauthorized entry. This gate will be manned during hours of operation and all incoming traffic must utilize this entrance. Signs will be posted at the entry point warning against unauthorized entry. Signs will also be posted at the main entrance indicating the facility identification and the types of waste accepted at the facility. Dense vegetation is located on the north, east, and west of the facility, which will prevent vehicle access. Drainage ditches are located on the south and east side of the facility which will also prevent site access. The office will be located inside the main gate, and during business hours serves as a checkpoint to monitor access to the facility. The gate will be open daily from 7:00 AM to 8:00 PM, when daylight is available at these times. There will be at least 1 to 2 personnel on site during this time.

33:VII.521.C.1.c. a buffer zone;

RESPONSE: At least 50 feet of buffer zone will exist between the boundary of the disposal areas and the property lines. The buffer zone will be vegetated with grass, trees or brush and no storage, processing or disposal of solid waste will occur on these locations. The buffer zone is shown on Figure 2.

33:VII.521.C.1.d. fire-protection and medical care measures;

RESPONSE: The types of wastes that will be accepted by the facility are generally not flammable, explosive or easily ignitable. The waste will be inspected for fire hazards prior to acceptance. Fire extinguishers will be available for emergency use. Soil cover and heavy equipment (dozer) will also be available to smother fires. The local fire department is available to respond to fire or explosion, if necessary. The nearest fire department is located approximately 4 miles from the site.

In case of medical emergencies, the nearest medical care facility is West Calcasieu Cameron Hospital, located approximately 3.5 miles from the site. The site location is serviced by Acadian

Ambulance Services as noted under Section 521.G.1.f of the Supplementary Information to the Permit Application.

33:VII.521.C.1.e. landscaping and other beautification efforts;

RESPONSE: Grass areas will be maintained and weeds will be controlled. The destruction of ground cover will be minimized as much as possible in order to maintain natural vegetation. Areas of the facility not utilized for disposal, vehicular traffic or other site operations are wooded. The wooded areas will serve to isolate disposal areas from view from most public roads or other public use areas.

33:VII.521.C.1.f. devices or methods to determine, record, and monitor incoming waste;

RESPONSE: Each load of waste delivered to the facility will be recorded on a daily log sheet, which documents the amount of waste, by volume, delivered to the site. Table 2 will be used to convert the volume into wet weight. The wet weight information will be used to document amount of waste disposed and will be reported on the annual reports. A copy of these documents will be maintained at the site. A copy of Table 2 is included with this document.

Each load of waste will be inspected and logged on the daily sheets by site personnel before the load is allowed to enter the disposal area. Any unacceptable wastes will be rejected and not allowed to enter the disposal area. A log will be maintained to include a record of each accepted load. McManus Construction, Inc. will implement a plan to keep these logs readily available for determination of quantity and type of waste received. These records will be kept at the office by designated clerical personnel.

33:VII.521.C.1.g. NPDES/LPDES discharge points (existing and proposed); and

RESPONSE: There will be one existing point source for stormwater discharge. It will be located at the southwest corner of the facility. A Louisiana Pollution Discharge Elimination System (LPDES) Permit has been received from the administrative authority and a copy of the permit is included as Attachment 10.

33:VII.521.C.1.h. other features, as appropriate.

RESPONSE: There are no other features that were considered pertinent in the preparation of this permit application.

33:VII.521.C.2. The following information is required for Type I and II facilities:

33:VII.521.C.2.a. areas for isolating nonputrescible waste or incinerator ash, and borrow areas; and

RESPONSE: Not applicable. The subject site is not a Type I or II facility.

33:VII.521.C.2.b. location of leachate collection/treatment/removal system.

RESPONSE: Not applicable. The subject site is not a Type I or II facility.

33:VII.521.D. FACILITY SURFACE HYDROLOGY. Standards governing facility surface hydrology are contained in LAC 33:VII.711.A (Type I and II landfills), LAC 33:VII.713.A (Type I and II surface impoundments), LAC 33:VII.715.A (Type I and II landfarms), LAC 33:VII.717.C (Type I-A and II-A facilities), LAC 33:VII.719.C (Type III facilities), and LAC 33:VII.723.B (composting facilities). The following information is required for all facilities:

33:VII.521.D.1. a description of the method to be used to prevent surface drainage through the operating areas of the facility;

RESPONSE: Drainage through the operating areas of the site will be controlled by the grading of the access roads and areas surrounding the landfill to drain away from the site. Surface runoff will be adequately handled by drainage ditches to prevent runon. Sufficient drainage capacity will exist on site to prevent runoff from active disposal areas.

The active disposal area will be sloped to drain within the active disposal area. Water will be directed toward one area of the active disposal area and then southerly, to eventually drain through the permitted LPDES outfall. Refer to Figure 2 for details of the drainage patterns of the active disposal area.

33:VII.521.D.2. a description of the facility runoff/run-on collection system;

RESPONSE: Surface runoff from the landfill location will be pumped into a drainage ditch on the south side of the site. This ditch will flow to a drain that flows westerly towards the Maple Fork of Bayou d'Inde.

Site runoff will be prevented by means of the drainage ditches along the perimeter of the site. Ditches along the site perimeter will provide drainage away from the site. Drainage flow patterns are indicated on the site diagram, included as Figure 2.

33:VII.521.D.3. the rainfall amount from a 24-hour/25-year storm event;

RESPONSE: Sufficient storage capacity exists in the disposal areas to contain 25-year, 24-hour rain accumulation without flooding to adjacent properties. A 25-year, 24-hour rainfall map from the National Oceanic and Atmospheric Administration (NOAA) Atlas for the eastern United States indicates approximately 10 inches of rainfall for the Calcasieu Parish area. The map is reproduced from the United States Department of Agriculture, Soil Conservation Service publication "urban Hydrology for Small Watershed", June 1986 and is included as Figure 6.

33:VII.521.D.4. the location of aquifer recharge areas in the site or within 1,000 feet of the site perimeter, along with a description of the measures planned to protect those areas from the adverse impact of operations at the facility; and

RESPONSE: The site location is not within 1000 feet of an aquifer recharge area. (Source: Plate 1 of the USGS Water Resource Technical Report No. 42, included as Figure 7.) Based on this information, it would not be expected that a protected aquifer recharge area exists within the given distance.

33:VII.521.D.5. if the facility is located in a flood plain, a plan to ensure that the facility does not restrict the flow of the 100-year base flood or significantly reduce the temporary water-storage capacity of the flood plain, and documentation indicating that the design of the facility is such that the flooding does not affect the integrity of the facility or result in the washout of solid waste.

RESPONSE: A Flood Insurance Rate Map (FIRM) for Calcasieu Parish indicates that a small portion of the facility is located within the 100-year flood zone. (Figure 3). The design of the facility will be such that the possible flooding would not affect the integrity of the facility.

The topographic map included as Figure 1 shows that the site is at elevations greater than 15 feet above mean sea level (MSL). The flood insurance rate map for this area shows the flood elevation to be 15 feet MSL. Also, there has not been a flooding event at the facility since the applicant has owned the site, which is more than 20 years. Therefore, based on past history and the available elevation data, it is not anticipated that the facility will be adversely affected by a 100-year flood. Attached is an aerial photograph with topographic contour data superimposed over the photograph. The date of the photograph is 2006 and the date of the topographic data is 2002. It is shown that the elevations at the perimeter of the facility are at least 16 feet except at the southwest corner, where the elevations are a minimum of 14 feet. Based on this data and past recent experience of no flooding issues, particularly during events such as Hurricane Rita, the applicant contends that sufficient elevation currently exists at the facility to prevent impacts from waters that reach the 100-year flood elevation.

In addition, at the time of the construction of the original borrow pit operations, it is apparent that soil materials were placed at the perimeter of the south and west boundaries of the facility. These boundaries coincide with the location of the adjacent 100-year flood plain. The placement of this material has in essence created additional flood protection for the site.

33:VII.521.E. FACILITY PLANS AND SPECIFICATIONS. Standards governing facility plans and specifications are contained in LAC 33:VII.711.B (Type I and II landfills), LAC 33:VII.713.B (Type I and II surface impoundments), LAC 33:VII.715.B (Type I and II landfarms), LAC 33:717.E (Type I-A and II-A facilities), LAC 33:VII.721.A (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.A (composting facilities), and LAC 33:VII.725.A (Type III separation and woodwaste processing facilities).

33:VII.521.E.l. Certification. The person who prepared the permit application shall provide the following certification:

"I certify under penalty of law that I have personally examined and I am familiar with the information submitted in this permit application and that the facility as described in this permit application meets the requirements of LAC 33:VII.Subpart 1. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment."

RESPONSE: The certification is included as Attachment 12.

33:VII.521.E.2. Geotechnical field tests and laboratory tests shall be conducted according to the standards of the American Society for Testing and Materials (ASTM) or the EPA or other applicable standards approved by the administrative authority. The results of these tests may be used for modeling and analysis purposes.

RESPONSE: All geotechnical tests were performed according to ASTM standards

33:VII.521.E.3. The following information is required for Type I and II facilities:

33:VII.521.E.3.a. detailed plan-view drawings showing original contours, proposed elevations of the base of units prior to installation of the liner system, and proposed final contours (e.g., maximum height);

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.E.3.b. detailed drawings of slopes, levees, and other pertinent features;

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.E.3.c. the type of material and its source for levee construction. Calculations shall be performed to indicate the volume of material required for levee construction;

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.E.3.d. representative cross sections showing original and final grades, drainage, the location and type of liner, and other pertinent information;

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33: VII.521.E.3.e. a description of the liner system, which shall include calculations of anticipated leachate volumes, rationales for particular designs of such systems, and drawings; and

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.E.3.f. a description of the leachate collection and removal system, which shall include calculations of anticipated leachate volumes, rationales for particular designs of such systems, and drawings.

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.E.4. The following information is required for Type I, II, and III landfills:

33:VII.521.E.4.a. approximate dimensions of daily fill and cover; and

RESPONSE: The Evergreen site will be utilized primarily for McManus Construction jobs but will be open for public use. Wastes received will be placed at the working face of the disposal area and compacted as additional waste is added. The compaction ratio is assumed to be 2 to 1 so that waste volume as received is reduced by approximately one-half.

The dimensions of daily fill, compacted into place, are approximately 20 feet by 20 feet on the surface by an estimated 10 to 20 feet in depth or approximately 300 cubic yards of material. Fill is added to the working face, working in a lateral direction, and is covered at least monthly with at least one foot of cover. This cover will consist of silty clays as required by 711.A.2.b.

33:VII.521.E.4.b. the type of cover material and its source for daily, interim, and final cover. Calculations shall be performed to indicate the volume of material required for daily, interim, and final cover.

RESPONSE: Soils will be routinely received for disposal from local construction sites where the material was not suitable for construction use. The soils received will generally consist of silty to heavy clays. The receipt of adequate volumes of cover would be expected to continue. However, should additional volumes be needed, local sources of suitable materials are available for purchase.

Closure of the facility (i.e. placement of final cover) will occur as each area of the landfill is filled to the desired elevation. Therefore, closure will be conducted throughout the life of the landfill. Under planned conditions, final cover will consist of placement of the last area of cover over the final wastes received.

In the event of a sudden and unplanned closure prior to the complete fill of the excavation, the closure process would be somewhat different. The tasks for such a closure would include:

- (1) sloping the working face of the filled area to achieve a maximum 3(H):1(V) slope,
- (2) placing the two-feet thick final cover over the working face,
- (3) placing one-half foot thick topsoil cover, and
- (4) vegetation of the final cover.

The material used or stockpiled for monthly and final cover will consist of silty clay or clay soils and is capable of minimizing vector breeding, rodent burrowing, and bird or animal attraction. It is also capable of minimizing external moisture infiltration and minimizing erosion. The inward movement of oxygen will be minimized by the cover material in order to reduce fire hazard potential. Blowing papers or litter will also be minimized.

An average working face area of 150×150 feet was used for this estimate. The estimated volume of cover material needed for final closure would be approximately 2,600 cubic yards. This is based on sudden closure with the excavation partially filled. The estimate assumes that the material for the final cover would be acquired from offsite sources.

The volume of material to cover the working face for closure is calculated as follows:

```
Fill area = 150 ft. x 150 ft. = 22,500 sq. ft.

Volume of final cover = 22,500 sq. ft. x 2 ft. thickness
= 45,000 cu. ft.

45,000 cu. ft. / 27 cu. ft. per cu. yd. = 1,667 cu. yds.

Volume of topsoil = 22,500 sq. ft. x 0.5 ft. thickness
= 11,250 cu. ft.

11,250 cu. ft. / 27 cu. ft. per cu. yd. = 417 cu. yds.

1,667 cu. yds. + 417 cu. yds. = 2,084 cu. yds. x 25% (contingency)
= 2,605 cu. yds. (say 2,600 cu. yds.)
```

33:VII.521.E.5. Type I and II landfills and surface impoundments with a potential to produce gases shall provide a gas collection/treatment or removal system.

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.F. FACILITY ADMINISTRATIVE PROCEDURES. Standards governing facility administrative procedures are contained in LAC 33:VII.711.C (Type I and II landfills), LAC 3:VII.713.C (Type I and II surface impoundments), LAC 33:VII.715.C (Type I and II landfarms), LAC 33:VII.717.F (Type I-A and II-A facilities), LAC 33:VII.721.B (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.C (composting facilities), and LAC 33:VII.725.B (Type III separation and woodwaste processing facilities).

33:VII.521.F.l.

The following information is required for all facilities:

33:VII.521.F.l.a. a description of the recordkeeping system, including types of records to be kept, and the use of records by management to control operations as required;

RESPONSE: Each load of waste will be inspected and logged on daily sheets by site personnel before the load is allowed to enter the disposal area. The driver of the truck will document on the daily log sheet the type of debris that is off-loaded from his truck. Any unacceptable wastes will be rejected and not allowed to enter the disposal area. A log will be maintained to include a record of each accepted load. McManus will implement a plan to keep these logs readily available for determination of quantity and type of waste received. These records will be kept at the on site office by designated clerical personnel.

Most of the waste will be received at the Evergreen site on a job-to-job basis. The estimated wet weights of waste indicated on Table 2 were calculated based on a standard jobs performed by McManus.

Drivers of trucks transporting wastes to the site from McManus Construction projects (a McManus employee or subcontractor employee) will maintain a daily log sheet that contains the signature of the foreman (on the job where the debris originates) who inspected the debris before leaving the job. The logs will also contain the transporter's solid waste identification number issued by the Department, the receipt date of the waste, and the amount of waste transported to the site. Copies of these daily logs will be maintained at the facility.

Records to be maintained at the site will include the following:

- 1. Copies of the current Louisiana Solid Waste Rules and Regulations;
- 2. The solid waste permit;
- 3. The permit application;
- 4. Permit modifications;
- 5. The LPDES permit and monitoring data;
- 6. Daily record of the number of loads and the type and quantity of material for each load;
- 7. Copies of annual reports submitted to administrative authorities.
- 8. Miscellaneous receipts, manifests, etc., and
- 9. Records of the source of waste received.

The records will be used by management to monitor and document the volume of incoming waste for use in developing annual reports and for estimation of date of final closure for each landfill unit. Copies of state regulations and issued permits will be utilized to maintain regulatory compliance.

All calculations used to determine the amounts of solid waste received for processing or disposal during the annual reporting period will be submitted to the administrative authority. The facility will submit annual reports to the administrative authority indicating quantities and types of solid waste (expressed in wet-weight tons per year) received during the reporting period. Annual reports reflect the annual period from July 1 of each year through June 30 of the following year and are submitted to the administrative authority by August 1 immediately following the annual report period. A separate annual reporting form will be utilized for each permitted facility.

The facility will maintain all records specified in the application throughout the life of the facility and for at least three years after the ultimate closure.

33:VII.521.F.l.b. an estimate of the minimum personnel, listed by general job classification, required to operate the facility;

RESPONSE: The necessary personnel will be employed to achieve the operational requirements of the facility. At least one equipment operator will be able to perform the operational requirements of the facility and will be present at all times of operation. The operator will inspect incoming loads, monitor the offloading, compact the waste and apply cover material. Records will be maintained by designated clerical personnel. Supervisory personnel will be present on-site on at least a daily basis. Certified solid waste operators, as required by the LAC, Title 46, Part XXIII (Level A or Level B), will be in responsible charge of the overall disposal facility and in direct charge of the day-to-day operation of the facility during operating times. The operator certificates shall be prominently displayed at the facility and the Board of Certification and Training for Solid Waste Disposal System Operators and the Office of Environmental Services, Water and Waste Permits Division, will be notified within 30 days on any changes in the employment status of certified operators. Also, operators shall be trained in awareness and hazardous waste operations in accordance with 29CFR1910.120

33:VII.521.F.l.c. the maximum days of operation per week and hours per facility operating day (maximum hours of operation within a 24-hour period); and

RESPONSE: The maximum days operation per week is seven days. It is anticipated that seven-day work weeks will be employed infrequently. The maximum hours of operation within a 24-hour period will be 13 hours during daylight hours in the summer. The facility operations will be conducted during daylight hours only. During the summer months it is estimated the facility will operate from 7:00 am to 8:00 pm and in the winter months it is estimated the facility will operate from 7:00 am to 5:00 pm. If the facility is to be operated outside of the normal operating hours, the regional office will be notified.

33:VII.521.F.l.d. an annual report submitted to the administrative authority.

RESPONSE: Not Applicable. The subject site is not a Type II facility.

33:VII.521.F.2. Type II and Type III facilities shall include the number of certified facility operators determined and certified by the Louisiana Solid Waste Operator Certification and Training Program Board (R.S. 37:3151 et seq. and LAC 46:Part XXIII).

RESPONSE: The necessary personnel will be employed to achieve the operational requirements of the facility. At least one equipment operator will be able to perform the operational requirements of the facility and will be present at all times of operation. The operator will inspect incoming loads, monitor the offloading, compact the waste and apply cover material. Records will be maintained by designated clerical personnel. Supervisory personnel will be present on-site on at least a daily basis. Certified solid waste operators, as required by the LAC, Title 46, Part XXIII (Level A or Level B), will be in responsible charge of the overall disposal facility and in direct charge of the day-to-day operation of the facility during operating times. The operator certificates shall be prominently displayed at the facility and the Board of Certification and Training for Solid Waste Disposal System Operators and the Office of Environmental Services, Water and Waste Permits Division, will be notified within 30 days on any changes in the employment status of certified operators. Also, operators shall be trained in awareness and hazardous waste operations in accordance with 29CFR1910.120

33:VII.521.G. FACILITY OPERATIONAL PLANS. Standards governing facility operational plans are contained in LAC 33:VII.711.D (Type I and II landfills), LAC 33:VII.713.D (Type I and II surface impoundments), LAC 33:VII.715.D (Type I and II landfarms), LAC 33:VII.717.G (Type I-A and II-A facilities), LAC 33:VII.721.C (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.D (composting facilities), and LAC 33:VII.725.C (Type III separation and woodwaste processing facilities).

33:VII.521.G.1. The following information is required for all facilities:

33:VII.521.G.l.a. types of waste (including chemical, physical, and biological characteristics of industrial wastes generated on-site), maximum quantities of wastes per year, and sources of waste to be processed or disposed of at the facility;

RESPONSE: The type of waste to be accepted by the facility is limited to construction/demolition debris (with a minimum of 5 percent by volume of paper waste), wood waste and yard waste. The receipt of any other solid, liquid, hazardous, infectious, residential, industrial, commercial, friable asbestos or putrescible wastes will be strictly prohibited. The maximum amount of waste disposed at the facility is approximately 38,500 tons per year. This amount was calculated using the information provided in section 519.0 of the permit application.

Prior to acceptance of the waste for disposal it will be visually inspected as it enters the facility or as it is unloaded. Landfill employees will be trained to inspect for prohibited wastes. Any solid waste or other wastes generated by the site will be collected and transported off site for proper disposal. Unacceptable waste will be removed from the facility at least every seven days. The facility will maintain a log of dates and volumes of removed wastes.

Although the proportions vary, it is estimated that the composition of the accepted wastes will be approximately 70 to 80 percent construction/demolition debris, 10 to 15 percent yard waste and 10 to 15 percent dirt from construction sites. The most common sources of the wastes include construction cleanup, demolition work and tree cutting activities. However, the waste streams received by the facility would be generally "event-related" rather than from a continuous, daily source. Such event-related sources would be from construction or demolition projects.

33:VII.521.G.l.b. waste-handling procedures from entry to final disposition, which could include shipment of recovered materials to a user;

RESPONSE: Waste would enter the facility from Evergreen Road, an all-weather road, east of the site. Transport vehicles will access the landfill via an aggregate road leading into the facility from Evergreen Road. All transport vehicles will stop at the office area to check in. An on-site, unpaved road will be used to access the active disposal area. Operations will be employed to allow efficient movement of transport vehicles to and from active disposal areas.

Following inspection of the load, transport vehicles will enter the disposal area to be off loaded. Once the waste is off loaded, the transport vehicles will exit the facility by the same route as they entered. Wastes will be placed at the working face and are worked to minimize the occupied volume and compacted as additional waste is added. Fill will be added, working in a lateral direction, and covered monthly with a minimum one foot of cover.

The active area of the landfill will be kept as small as practical to minimize the amount of cover required. Soils not useful for construction work will be received by the facility and stockpiled for use as cover material. An adequate supply of cover material will be maintained on site to be used as needed. During windy conditions, a soil cover will be utilized to prevent the blowing of lawn clippings.

Vehicles will exit by the same route as entry. Road width and turnaround points will be sufficient to allow adequate flow of traffic into and out of the facility and active disposal areas. Sufficient space will be available to allow trucks to line up, as needed.

33:VII.521.G.l.c. minimum equipment to be furnished at the facility;

RESPONSE: A bulldozer will be used to spread and compact the waste and cover material at each active cell of the landfill. The facility owner also operates a contracting company and additional equipment will be available if needed. 33:VII.521.H.1.

33:VII.521.G.l.d. plan to segregate wastes, if applicable;

RESPONSE: Segregation of waste would not normally required since the wastes received are not reactive with other materials or wastes. As the site will be used primarily by McManus for McManus jobs, most materials will be inspected before leaving the job site. All other materials will be inspected as they arrive. The receipt of any other solid, liquid, hazardous, infectious, residential, industrial, commercial, friable asbestos or putrescible wastes will be strictly prohibited and prevented. However if any incoming load is observed to contain prohibited waste, it will be rejected and segregation not attempted. If a prohibited solid waste is discovered which has entered the landfill, it will be removed and placed into a separate closed container that prevents vector and odor problems until it can be properly disposed offsite. Transport vehicles will not be permitted to leave until the offloaded material has been inspected. Any potentially hazardous materials will be identified and returned to the waste originator, if known, or will be properly disposed of, off site. The waste will be removed from the facility at least every seven days. The applicant will be maintain a log of dates and volumes of wastes removed from the facility. Salvaging will be prevented unless approval is obtained from the administrative authority. Scavenging should not be a problem due to the nature of materials disposed at the facility. Open burning at the facility will be prohibited unless approval is obtained from the administrative authority.

33:VII.521.G.l.e. procedures planned in case of breakdowns, inclement weather, and other abnormal conditions (including detailed plans for wet-weather access and operations);

RESPONSE: The facility will be closed in the event of equipment breakdowns, which would stop or restrict normal site operations. If conditions warrant, rental equipment will be utilized to continue site operations. If extreme inclement weather conditions exist and severe access problems are experienced, the receipt of wastes will be suspended. Access roads will drain to prevent ponding and excessive muddy conditions. The perimeter area of the disposal cell will be sloped to drain into the cell thus preventing the ponding of water in offloading areas. The site elevation is such that off-site drainage is away from the site.

A survey will be performed to determine if berms or other protective measures are required to be constructed in order to provide an adequate freeboard above the 100-year flood elevation. Any perimeter berm that is constructed will be engineered to minimize wind and water erosion. A grass cover will be installed to minimize erosion and preserve the structural integrity of the berms.

33:VII.521.G.l.f. procedures, equipment, and contingency plans for protecting employees and the general public from accidents, fires, explosions, etc., and provisions for emergency response and care, should an accident occur (including proximity to a hospital, fire and emergency services, and training programs); and

RESPONSE: A contingency plan outlining facility operations and emergency procedures to be followed in case of accident, fire, explosion or other emergency will be developed to be filed with the administrative authority and with the local fire department and the closest hospital or clinic. The plan will be updated annually or when implementation demonstrates that a revision is necessary. The generation of, review by employees, and implementation of the contingency plan will be used by the facility as a training program. A copy of the contingency plan is attached to this document as Attachment 13 of the permit application.

Adequate safety precautions will be taken to prevent accidents. Facility personnel will operate by the safety procedures.

All approved waste received will be immediately placed into the landfill. Obstructions or loose debris will be prevented or removed to minimize accidents. All equipment will be operated as intended and in a safe manner. Proper speed limits will be maintained to reduce the possibility of accidents.

The equipment operator will be alert to any potentially dangerous conditions or improper actions by visitors or other individuals. The facility will have sufficient safety equipment for its operating personnel. Site visitors will not be allowed access to active disposal areas unless accompanied by site personnel.

Fire extinguishers will be located on each piece of heavy equipment, in the shop, and in the office building. Due to the nonflammable and non-explosive nature of the wastes to be received, the risk of fire or explosion is significantly reduced.

An adequately supplied first aid kit will be made available at the facility. In the event of an accident or other emergency, fire, ambulance, or other emergency response personnel will be contacted. The nearest non-volunteer fire department is 4 miles away and the nearest hospital is approximately 3.5 miles. The telephone numbers of local emergency contacts are available on site. Once the emergency is under control, the facility owner will be contacted. The emergency contacts are as follows:

Fire/Rescue:

911

Lake Charles Fire Department Hospital:

West Calcasieu Cameron

337-527-9999

Hospital (Emergency)

Ambulance Service: Acadian

911

or (800) 259-1111

Sheldon J. McManus:

office 337-433-2959 337-526-5716

These service providers will be utilized when needed during the operation of the facility. Training sessions on these safety procedures will be conducted at least annually for all employees working at the facility. A copy of the training program will be filed with the administrative authority.

The facility will be manned during all hours of operation. Trained equipment operators will be utilized for landfilling operations.

Letters have been received from the above referenced providers for the purpose of receiving the required certifications stating their ability to comply with 29 CFR 1910.120. The letter from the hospital states they can treat patients who are contaminated with hazardous waste.

33:VII.521.G.l.g. provisions for controlling vectors, dust, litter, and odors.

RESPONSE: Since the wastes received by the facility will be limited to construction/demolition debris and wood or yard waste, vectors and odors should not be a problem. Significant amounts of paper will not be accepted and any loose trash or litter will be picked up and removed. To control dust, speed limits will be observed and dust-creating activities minimized.

33:VII.521.G.2. The following information is required for Type I, I-A, II, II-A, and III facilities:

33:VII.521.G.2.a. a comprehensive operational plan describing the total operation, including but not limited to, inspection of incoming waste to ensure that only permitted wastes are accepted (Type II landfills shall provide a plan for random inspection of incoming waste loads to ensure that hazardous wastes or Toxic Substances Control Act (TSCA) regulated PCB wastes are not disposed of in the facility.); traffic control; support facilities; equipment operation; personnel involvement; and day-to-day activities. A quality-assurance/quality-control (QA/QC) plan shall be provided for facilities receiving industrial waste; domestic-sewage sludge; incinerator ash; asbestos-containing waste; nonhazardous petroleum-contaminated media; and debris generated from underground storage tanks (UST), corrective action, or other special wastes as determined by the administrative authority. The QA/QC plan shall include, but shall not be limited to, the necessary methodologies; analytical personnel; preacceptance and delivery restrictions; handling procedures; and appropriate responsibilities of the generator, transporter, processor, and disposer. The QA/QC plan shall ensure that only permitted, nonhazardous wastes are accepted;

RESPONSE: Waste would enter the facility from Evergreen Road, an all-weather road, east of the site. Transport vehicles will access the landfill via an aggregate road leading into the facility from Evergreen Road. All transport vehicles will stop at the office area to check in. An on-site, unpaved road will be used to access the active disposal area. Operations will be employed to allow efficient movement of transport vehicles to and from active disposal areas.

Following inspection of the load, transport vehicles will enter the disposal area to be off loaded. Once the waste is off loaded, the transport vehicles will exit the facility by the same route as they entered. Wastes will be placed at the working face and are worked to minimize the occupied volume and compacted as additional waste is added. Fill will be added, working in a lateral direction, and covered monthly with a minimum one foot of cover.

The active area of the landfill will be kept as small as practical to minimize the amount of cover required. Soils not useful for construction work will be received by the facility and stockpiled for use as cover material. An adequate supply of cover material will be maintained on site to be used as needed. During windy conditions, a soil cover will be utilized to prevent the blowing of lawn clippings.

Vehicles will exit by the same route as entry. Road width and turnaround points will be sufficient to allow adequate flow of traffic into and out of the facility and active disposal areas. Sufficient space will be available to allow trucks to line up, as needed.

33:VII.521.G.2.b. salvaging procedures and control, if applicable;

RESPONSE: Not Applicable. Salvaging will not be routinely conducted. If it is desired to perform any salvaging activities at the facility, the administrative authority will be notified for approval prior to performing any such activities.

33:VII.521.G.2.c. scavenging control; and

RESPONSE: The subject site is not a Type I or II facility. Scavenging will be prevented at the facility. Due to the nature of received wastes, scavenging would not be a problem.

33:VII.521.G.2.d. a comprehensive air monitoring plan for facilities receiving waste with a potential to produce methane gases.

RESPONSE: Not Applicable. This facility will not receive waste with a potential to produce methane gases.

33:VII.521.G.3. The following information is required for Type I and II landfarms.

33:VII.521.G.3.a. Items to be submitted, regardless of land use, include:

33:VII.521.G.3.a.i. a detailed analysis of waste, including but not limited to, pH, phosphorus, nitrogen, potassium, sodium, calcium, magnesium, sodium-adsorption ratio, and total metals (as listed in LAC 33:VII.715.D.3.b);

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.3.a.ii. soil classification, cation-exchange capacity, organic matter, content in soil, soil pH, nitrogen, phosphorus, metals (as listed in LAC 33:VII.715.D.3.b), salts, sodium, calcium, magnesium, sodium-adsorption ratio, and PCB concentrations of the treatment zone; and

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.3.a.iii. annual application rate (dry tons per acre) and weekly hydraulic loading (inches per acre).

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.3.b. Items to be submitted in order for landfarms to be used for food-chain cropland include:

33:VII.521.G.3.b.i. a description of the pathogen-reduction method for septage, domestic sewage sludges, and other sludges subject to pathogen production;

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.3.b.ii. crops to be grown and the dates for planting;

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.3.b.iii. PCB concentrations in waste;

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.3.b.iv. annual application rates of cadmium and PCBs; and

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.3.b.v. cumulative applications of cadmium and PCBs.

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.3.c. Items to be submitted for landfarms to be used for non-food-chain purposes include:

33:VII.521.G.3.c.i. a description of the pathogen-reduction method in septage, domestic sewage sludges, and other sludges subject to pathogen production; and

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.3.c.ii. a description of control of public and livestock access.

RESPONSE: Not Applicable. The subject site is not a Type I or II Landfarm.

33:VII.521.G.4. The following information is required for Type I-A and II-A incinerator waste-handling facilities and refuse-derived energy facilities:

33:VII.521.G.4.a. a description of the method used to handle process waters and other water discharges that are subject to NPDES/LPDES permit and state water discharge permit requirements and regulations; and

RESPONSE: Not Applicable. The subject site is not a Type I-A or II-A incinerator waste-handling facility or refuge derived energy facility.

33:VII.521.G.4.b. a plan for the disposal and periodic testing of ash (All ash and residue shall be disposed of in a permitted facility.).

RESPONSE: Not Applicable. The subject site is not a Type I-A or II-A incinerator waste-handling facility or refuge derived energy facility.

33:VII.521.G.5. The following information is required for Type I-A and II-A refuse-derived fuel facilities and Type III separation and composting facilities:

33:VII.521.G.5.a. a description of the testing to be performed on the fuel or compost; and

RESPONSE: Not Applicable. The subject site is not a Type I-A or II-A refuse-derived fuel facility or Type III separation and composting facility.

33:VII.521.G.5.b. a description of the uses for and the types of fuel/compost to be produced.

RESPONSE: Not Applicable. The subject site is not a Type I-A or II-A refuse-derived fuel facility or Type III separation and composting facility.

33:VII.521.G.6. Type I-A and II-A refuse-derived fuel facilities and Type III separation and composting facilities shall include a description of marketing procedures and control.

RESPONSE: Not Applicable. The subject site is not a Type I-A or II-A refuse-derived fuel facility or Type III separation and composting facility.

33:VII.521.H. IMPLEMENTATION PLANS. All facilities shall have implementation plans in accordance with standards in LAC 33:VII.709.D (Type I and II facilities), LAC 33:VII.717.H (Type I-A and II-A facilities), and LAC 33:VII.719.E (Type III facilities).

RESPONSE: No major features are planned. Implementation plans consist of receipt of accepted wastes, placement of monthly cover, followed by final cover. No other major activities, additions, or expansions are planned.

33:VII.521.I. FACILITY CLOSURE. Standards governing facility closure are contained in LAC 33:VII.711.E (Type I and II landfills), LAC 33:VII.713.E (Type I and II surface impoundments), LAC 33:VII.715.E (Type I and II landfarms), LAC 33:VII.717.I (Type I-A and II-A facilities), LAC 33:VII.721.D (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.E (composting facilities), and LAC 33:VII.725.D (Type III separation and woodwaste processing facilities).

33: VII.521.L1. The closure plan for all facilities shall include the following:

33:VII.521.I.1.a. the date of final closure;

RESPONSE: As the anticipated frequency and quantity of fill material brought to the site is expected to be intermittent and inconsistent, it is difficult to predict a date when final closure would be expected. However, the administrative authority will be notified in writing at least 90 days prior to closure or intent to close, seal or abandon the landfill or any individual units within the facility. As areas of the landfill reach the desired final grade, final cover will be placed over that area. Final closure will occur when the last area is brought to grade and final cover placed.

An estimate was made for the life of the facility based on the disposal rates included in the permit application. Using this assumption, it is estimated the final closure of the landfill would occur approximately 15 years from now. The planned date of the closure for the landfill cell will be included with the written notification.

33:VII.521.I.1.b. the method to be used and steps necessary for closing the facility; and

RESPONSE: Disposal activities will be performed within a small area at a time (about 150 feet by 150 feet). Conducting disposal activities in an area of this size will allow the applicant to more efficiently control all aspects of the disposal operations. Once the waste materials within the area reach elevations approximately 2.5 feet below the desired final elevations, the final cover will be placed over that area as described in the permit application. Prior to installation of the final cover in this area, a new disposal area will be prepared and the same sequence will commence.

The following pre-closure requirements will be performed prior to initiation of the final cap:

- 1. Final cover will be applied within 30 days after final grades are achieved, unless an extension of this time is approved by the administrative authority.
- 2. Standing water will be removed by re-grading site to drain, as needed.
- 3. The runoff diversion system will be maintained until final cap is installed.
- 4. The runoff diversion system will be modified, if needed, to prevent overflow of stormwater from the landfill to adjoining areas.
- 5. An inspection for insects and rodents will be conducted and documented and extermination performed if necessary.
- 6. Final machine compacting and grading will be completed before capping.

The method to be used for final closure and the steps necessary for closing the facility are as follows:

- 1. Installation of a minimum of 24 inches of compacted cover material consisting of silty clays or clays.
- 2. Application of a minimum of 6 inches of topsoil cover for supporting vegetative growth.
- 3. Final grading to achieve side slopes of no greater than 3:1 (horizontal to vertical) with a minimum 4 percent slope over the top surface.
- 4. Planting of vegetative ground cover over the final topsoil layer of the cap to minimize erosion and improve appearance.

Installation of the final cover will minimize the need for further maintenance and prevent excessive infiltration of water into the landfill thus minimizing the potential for leaching. Appropriate engineering and design specifications will be employed in the construction of the final cover.

The material used will be effective in minimizing fire hazards, odors, vectors, odors, vector food and harborage, and infiltration of precipitation, as well as discouraging scavenging and limiting erosion. If necessary, a combination of clay and synthetic material approved by the administrative authority may be used as a final cover. A complete closure work plan will be included with the written notification of closure or intent to close.

33:VII.521.I.1.c. an itemized cost of closure of the facility, based on the estimated cost of hiring a third party to close the facility at the point in the facility's operating life when the extent and manner of its operation would make closure the most expensive.

RESPONSE: The estimated cost for final closure is based on bringing the final exposed area to grade, placing of interim cover, final cover, topsoil and revegetating the final surface. The estimated cost of the final closure is based on the following assumptions:

- 1. Normal operations will result in the disposal area being filled to grade with waste.
- 2. The final cap is placed as the desired grade is achieved in each area.
- 3. Sudden closure becomes necessary when the excavation is partially filled and at a time when closure would be most expensive.

Closure costs are based on closure activities consisting of the following:

- 1. Sloping and compaction of the exposed fill area to achieve a maximum 3(H):1(V) grade;
- 2. Load and haul cover material and topsoil,
- 3. Spread and compact material,
- 4. Final grading,
- 5. Seeding, and
- 6. Closure verification.

A cost estimate for the final closure indicating the closure activities and associated costs is included as Table 3. A complete cost estimate and closure schedule will be furnished with the written notification of closure or intent to close.

33:VII.521.I.2. include:

The closure plan for Type I and II landfills and surface impoundments shall

33:VII.521.I.2.a.

a description of the final cover and the methods and procedures used to install the

cover;

RESPONSE:

Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.I.2.b.

an estimate of the largest area of the facility ever requiring a final cover at any time

during the active life;

RESPONSE:

Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.I.2.c. an estimate of the maximum inventory of solid waste ever on-site over the active

life of the facility; and

RESPONSE:

Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.L2.d.

a schedule for completing all activities necessary for closure.

RESPONSE:

Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.I.3. The closure plan for all Type I and II facilities and Type III woodwaste and construction/demolition debris facilities shall include the following:

33:VII.521.I.3.a.

the sequence of final closure of each unit of the facility, as applicable;

RESPONSE:

The expected closure sequence for the active landfill unit is to:

- 1. Fill to the planned elevation,
- 2. Placement of the cap,
- 3. Placement of topsoil,
- 4. Planting of vegetative ground cover.

33:VII.521.I.3.b.

a drawing showing final contours of the facility, and

RESPONSE: A drawing indicating the final contours of the facility is included as Figure 9. As shown on the figure, the largest amount of the slope for the final configuration would be one vertical to ten horizontal (10%).

33:VII.521.I.3.c. a copy of the document that will be filed upon closure of the facility with the official parish recordkeeper indicating the location and use of the property for solid waste disposal, unless the closure plan specifies a clean closure.

RESPONSE: A copy of the document that will be filed with the official parish recordkeeper (for other than clean closure) is attached to the permit application as Attachment 15. The document will provide information on the location and use of the property for solid waste disposal.

The parish mortgage and conveyance records will be updated by entering the specific location of the facility and specifying that the property was used for the disposal of solid waste. The proper form, as specified will be used to document and identify the name and address of the person with knowledge of the contents of the facility. A true copy of the document filed and certified by the parish clerk of court will be provided to the Solid Waste Division.

33:VII.521.J. FACILITY POST-CLOSURE. Standards governing post-closure requirements are contained in LAC 33:VII.711.F (Type I and II landfills), LAC 33:VII.713.F (Type I and II surface impoundments), LAC 33:VII.715.F (Type I and II landfarms), and LAC 33:VII.721.E (Type III construction and demolition debris and woodwaste landfills).

33:VII.521.J.1. The post-closure plan for all facilities shall include the following:

33:VII.521.J.1.a. discussion of the long-term use of the facility after closure, as anticipated; and

RESPONSE: It is expected that the closed landfill would be maintained as a grass-covered area for a period of at least three years. Possible uses for the facility property after final closure include utilization as a place to store equipment or as a pasture for grazing.

33:VII.521.J.1.b. an itemized cost of conducting post-closure of the facility, based on the estimated cost of hiring a third party to conduct post-closure activities in accordance with the closure plan.

RESPONSE: Post-closure activities will be performed to preserve the integrity of the cap for no less than three years after approval of the final closure by the administrative authority. This will be accomplished by periodic inspection of the cap with corrective action being taken as needed. Annual reports concerning the integrity of the cap will be submitted to the administrative authority for a period of three years after closure. Post closure care will continue for at least three years after closure, but will be extended, as needed, to protect human health and the environment.

The cost for post-closure includes cost for inspection, the filling of subsidence or washout areas, and re-vegetation of those areas. The estimated post-closure costs, utilizing a third party to administer these activities, are shown on Table 3.

33:VII.521.J.2. The post-closure plan for Type I and II facilities shall include the following:

33:VII.521.J.2.a. the method for conducting post-closure activities, including a description of the monitoring and maintenance activities and the frequency at which they will be performed;

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.J.2.b. the method for abandonment of monitoring systems, leachate collection systems, gas-collection systems, etc.;

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.J.2.c. measures planned to ensure public safety, including access control and gas control; and

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.J.2.d. a description of the planned uses of the facility during the post-closure period.

RESPONSE: Not Applicable. The subject site is not a Type I or II facility.

33:VII.521.K. FINANCIAL RESPONSIBILITY. Standards governing financial responsibility are contained in LAC 33:VII.Chapter 13. All applicable Sections of LAC 33:VII.Chapter 13 must be addressed and incorporated into the permit application responses. A section documenting financial responsibility according to LAC 33:VII.Chapter 13 that contains the following information shall be included for all facilities:

33:VII.521.K.1. the name and address of the person who currently owns the land and the name and address of the person who will own the land if the standard permit is granted (if different from the permit holder, provide a copy of the lease or document which evidences the permit holder's authority to occupy the property); or

RESPONSE: McManus Construction, Inc. is the current owner of the property known as the Evergreen Landfill Site. McManus Construction, Inc. will remain as the owner after the permit is acquired. The owner's mailing address is:

McManus Construction, Inc. Post Office Box 17110 Lake Charles, LA 70616

33:VII.521.K.2. the name of the agency or other public body that is requesting the standard permit, or if the agency is a public corporation, its published annual report, or if otherwise, the names of the principal owners, stockholders, general partners, or officers;

RESPONSE: McManus Construction, Inc. is incorporated in the State of Louisiana. The principal officers are:

Sheldon J. McManus, President Brian McManus, Vice President Debra J. Bushnell, Secretary, and Margaret McManus, Treasurer.

33:VII.521.K.3. evidence of liability coverage, including:

33:VII.521.K.3.a. personal injury, employees, and the public (coverage, carriers, and any exclusions or limitations);

RESPONSE: The facility will maintain liability insurance for sudden and accident occurrences in the amount of at least \$250,000 per occurrence and \$250,000 annual aggregate, per site, excluding legal defense costs, for claims arising from injury to persons or property, owing to the operation of the facility. Documentation as evidence of liability coverage for the facility is included as Attachment 16. This documentation indicates the carrier, the coverage and any limitations or exclusions. Coverage includes personal injury protection and liability for employee and the public.

33:VII.521.K.3.b. property damage (coverage and carrier);

RESPONSE: Documentation of coverage for property damage is included in Attachment 16. This documentation includes the carrier and coverage.

33:VII.521.K.3.c. environmental risks; and

RESPONSE: Documentation of insurance coverage is included in Attachment 16.

33:VII.521.K.4. evidence of a financial assurance mechanism for closure and/or post-closure care and corrective action for known releases when needed.

RESPONSE: Since a trust fund will be used as financial assurance, the amount of the first payment will be equal to the current closure and post closure costs, divided by the number of years in the pay period. Each subsequent payment will be made within 30 days of the anniversary of the initial payment date. The amount of each subsequent payment will be determined by subtracting the current value of the trust fund from the current closure and post-closure estimates and dividing the result by the number of years remaining in the pay period.

Attachment 17 includes documentation for the financial assurance mechanism (trust fund) for closure and post-closure care. Approval from the administrative authority for the use of this financial responsibility mechanism is requested.

33:VII.521.L. SOLID WASTE FEES. Standards governing solid waste fees are contained in LAC 33:VII. Chapter 15. A section documenting compliance with applicable fees according to LAC 33:VII. Chapter 15 shall be included for all facilities.

RESPONSE: The required permit application review fee has been submitted to the administration authority.

33:VII.521.M. Special Requirements. The administrative authority may require additional information for special processes or systems and for supplementary environmental analysis.

RESPONSE: The applicant understands.

LOUISIANA TITLE 33 PART VII: CHAPTER 522.II.

GENERAL FACILITY GEOLOGY, SUBSURFACE CHARACTERIZATION, AND FACILITY GROUNDWATER MONITORING

33:VII.522. GENERAL FACILITY GEOLOGY, SUBSURFACE CHARACTERIZATION, AND FACILITY GROUNDWATER MONITORING

33:VII.522.A. GENERAL FACILITY GEOLOGY. Standards governing facility geology are contained in LAC 33:VII.801. The following information is required for Type I, Type II-A, Type III-A, and Type III facilities:

33:VII.522.A.1. a demonstration that the person who characterized the subsurface soil and groundwater conditions at the facility is qualified. At a minimum, this individual shall be a geologist, or a professional engineer licensed in the state of Louisiana with expertise in geotechnical engineering and hydrogeology; and

RESPONSE: The person who characterized the subsurface soil conditions at the facility is a Registered Professional Civil Engineer, registered in the State of Louisiana. He is also the same engineer who has provided the certification in Attachment 12. He has over 22 years experience as an environmental consultant. Much of his experience is as a geotechnical engineer on projects pertaining to hazardous and solid waste landfill designs, landfill leachate collection and detection systems, and various landfill and impoundment final cover systems.

33:VII.522.A.2. a demonstration that the facility has natural soils of low permeability as provided in LAC 33:VII.801.A.2; or

RESPONSE: See response to LAC33 VII.522.A.3.

33:VII.522.A.3. a design for surfacing natural soils that do not meet the low permeability standard as provided in LAC 33:VII.801.A.3.

RESPONSE:

GENERAL GEOLOGY

Calcasieu Parish lies within the Gulf Coastal Plain and is immediately underlain by Recent and Pleistocene deposits of Quarternary age. Deposits of recent age occur along the southern edge of the Parish and in the Sabine and Calcasieu River valleys and some tributaries. Pleistocene deposits include a thick blanket of stream-transported sediments deposited during the melting of at least four separate stages of glaciation, which occurred in the northern continent. These deposits outcrop in almost all portions of Calcasieu Parish.

A system of aquifer units deposited during the Pleistocene is referred to as the Chicot Aquifer. In Calcasieu Parish the principal fresh water-bearing sands of the Chicot Aquifer are the 200-foot, 500-foot, and the 700-foot sands. These separate units become one hydrologic unit north of the Parish line and outcrop generally in Beauregard, Allen and Evangeline Parishes. Source: USGS Water Supply Paper 1448, "The Geology and Groundwater Resources of Calcasieu Parish, Louisiana", August 1960.

SURFACE SOILS

Based on the soil maps from the USDA Soil Conservation Service, "Soils of Calcasieu Parish", soils present on the tract are comprised of Guyton-Messer silt loams. The following discussion is based on the same reference source.

The Guyton-Messer silt loams are level and gently sloping and poorly drained to moderately well drained. They are located on terrace uplands. This complex consists of small areas of both Guyton and Messer soils. The two soils types are very intermingled and therefore cannot be mapped independently of each other. The sizes of these complexes range from 40 to 1,500 acres and are irregular in shape. The topography of this complex consists of broad flats with numerous small convex, circular mounds scattered throughout. The mounds range from 1 to 4 feet in height and can have a radius of 25 to 75 feet. The Guyton soils are located between the mounds while the Messer soils are located on the mounds.

The surface of the Guyton soil is about 6 inches thick with dark grayish brown and medium acidic loam. The subsurface layer is about 20 inches thick of strongly acid, light brownish gray mottled silt loam. The Messer soil has a surface layer of dark grayish brown silt loam that is 2 inches thick and strongly acidic. The subsoil extends to about 4 inches and is pale brown and very acidic.

GEOTECHNICAL EVALUATION

Surface areas of the facility contain natural stable soils of low permeability in order to provide a barrier to prevent penetration of any surface spills into subsurface aquifer units. Visual classification of soil from the three soil borings drilled on the site, near the existing excavated area. Soil boring logs are included in Attachment 11. Information from the borings indicates clayey silt at the surface with firm to stiff clays to approximately 25 feet. Additional clays and stiff clays were encountered from this point to the total depths of the borings, which were 50 feet below grade. This clay is expected to have a hydraulic conductively in the order of magnitude of 1 X 10-7 centimeters per second (cm/sec). This clay should be capable of preventing penetration of any surface spills or materials in the landfill into subsurface aquifer units.

A four-foot thick layer of silty clay was encountered at Boring B-1 at a depth of 43 feet below ground surface. This sands layer was not encountered in Borings B-2 or B-3. However, the bottom of the landfill will not extended more than about 30 feet below ground surface. Therefore, this sand layer is not a cause for concern. A geologic cross section generated from this information is included as Figure 8.

33:VII.522.B. SUBSURFACE CHARACTERIZATION. Standards governing subsurface characterization are contained in LAC 33:VII.803.

33:VII.522.B.1. Type I, II, and III facilities shall demonstrate that the facility meets the boring requirements provided in LAC 33:VII.803.A.

RESPONSE: There were three soil borings drilled at the site to determine the soil characteristics of the site. Copies of the boring logs are included as Attachment 11. The borings were grouted in accordance with the latest Louisiana Department of Environmental Quality and Louisiana Department of Transportation and Development guidelines.

33:VII.522.B.2. Type I and II facilities shall demonstrate that:

33:VII.522.B.2.a. the facility meets the piezometer or monitoring well requirements as provided in LAC 33:VII.803.B; and

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VII.522.B.2.b. the facility meets the geology and groundwater flow characterization requirements provided in LAC 33:VII.803.C.

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VII.522.C. FACILITY GROUNDWATER MONITORING. Standards governing facility groundwater monitoring are contained in LAC 33:VII.805. The following information is required for Type I and II facilities:

33:VII.522.C.1. a designation of each zone that will be monitored;

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VII.522.C.2. a map for each groundwater monitoring zone that depicts the locations of all monitoring wells (including proposed monitoring wells) that are screened in a particular zone and each zone's relevant point of compliance, along with information that demonstrates that monitoring wells meet the standards in LAC 33:VII.805.A.1 and 2. For proposed monitoring wells, the response to this requirement shall provide an implementation schedule for submitting a revised well location map showing all existing and proposed monitoring wells that are screened in each particular zone;

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VII.522.C.3. a geologic cross section along the perimeter of the facility showing screen intervals for existing and proposed monitoring wells, along with other applicable information required in LAC 33:VII.803.C.2.a. For proposed monitoring wells, the response to this requirement shall include an implementation schedule for revising applicable geologic cross sections to include the screen interval of the newly installed monitoring wells and other applicable information required in LAC 33:VII.803.C.2.a;

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VII.522.C.4. a designation of each monitoring well (including any proposed monitoring wells) as either "background" or "down gradient," for each zone that will be monitored;

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VII.522.C.5. a table displaying pertinent well construction details for each monitoring well, including the elevation of the reference point for measuring water levels to the National Geodetic Vertical Datum (NGVD), the elevation of the ground surface (NGVD), the drilled depth (in feet), the depth to which the well is cased (in feet), the depth to the top and bottom of the screen (in feet), the slot size, the casing size, and the type of grout; and asbuilt diagrams (cross sections) of each well providing the aforementioned well construction details. For proposed monitoring wells, the response to this requirement shall provide an implementation schedule for submitting the information specified in this requirement;

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VII.522.C.6. a demonstration that the monitoring wells are constructed according to the standards in LAC 33:VII.805.A.3. For proposed monitoring wells, the response to this requirement shall provide an implementation schedule for submitting the information specified in this requirement;

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VII.522.C.7. for an existing facility, all background data and at least three years of detection monitoring data from monitoring wells in place at the time of the permit application. If this data exists in the department records, the administrative authority may allow references to the data in the permit application. For an existing facility with no wells, groundwater data shall be submitted within 90 days after the installation of monitoring wells. For a new facility or expansion, groundwater data (one sampling event) shall be submitted before waste is accepted;

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VIL522.C.8. a sampling and analysis plan that meets the standards in LAC 33:VII.805.B and includes a table that specifies each parameter, analytical method, practical quantitation limit, and Chemical Abstracts Service registry number (CAS RN); and

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

33:VII.522.C.9. a plan for detecting, reporting, and verifying changes in groundwater.

RESPONSE: Not Applicable. The subject site is not a Type I or Type II facility.

LOUISIANA TITLE 33, PART VII: CHAPTER 523.III

ADDITIONAL SUPPLEMENTARY INFORMATION

33: VII.523. PART III: ADDITIONAL SUPPLEMENTARY INFORMATION

33:VII.523.A. The following supplementary information is required for all solid waste processing and disposal facilities. All responses and exhibits shall be identified in the following sequence to facilitate the evaluation:

33:VII.523.A.1. a discussion demonstrating that the potential and real adverse environmental effects of the facility have been avoided to the maximum extent possible;

RESPONSE: This facility will be permitted to dispose construction/demolition debris and wood and yard wastes. No other solid or hazardous wastes of any kind will be allowed to be disposed of at this facility. The source of these materials will be from construction projects worked by the applicant. Similar materials from other sources will be allowed to be disposed in this facility.

The mediums which may possibly be affected are soils, groundwater, and surface water. The soil and groundwater would only be affected by leachate from the disposal materials. A release of this type is not likely due to the types of materials that will be allowed to be disposed in the facility. Construction and demolition debris and wood and yard wastes are not conducive to leaching constituents that may impact the environment. The surface water may be affected by stormwater which comes into contact with the materials at the site. However, materials which will be allowed for disposal in a Type III landfill are not conducive to contaminating surface water it comes into contact with. Also, any surface water which leaves the site will be periodically tested for conformance to the LPDES permit under which the applicant will operate.

It is not anticipated that any humans, animals, plants or vegetation, wetlands, cultural/historical sites, or traffic and roadways will be affected by the operation of this facility. The only real short and long term effects that may arise from the permitting and operation of this facility is that the property that would be used to dispose this material will not be available for another use. No other environmentally feasible uses for property such as this which have less short or long term effects have been identified.

When the facility is closed, the area will be returned to a vegetated covered area that will be maintained as required by the solid waste regulations. Therefore, the aesthetic value of the property will be greatly increased when compared to its existing condition. Therefore, even though future use of the closed facility will be minimal, the adverse effect of taking the property out of use will be off-set by the increase in aesthetic value. The facility will be operated as required by the solid waste regulations as stipulated in the permit application. There are no other operational measures which would ultimately afford a greater protection to the environment.

33:VII.523.A.2. a cost-benefit analysis demonstrating that the social and economic benefits of the facility outweigh the environmental-impact costs;

This facility has been used for disposal of the same types of wastes per issuance of an Emergency Disaster Cleanup Permit. This facility is needed because the applicant is a construction contractor and as such has the need to dispose of construction and demolition debris and wood wastes generated as a result of its construction projects. If not allowed to operate this facility, the

applicant would be required to use outside disposal facilities for disposal, which would increase its costs to operate and greatly reduce its ability to remain cost effective in performing construction projects. 1 to 3 additional personnel will be employed by the applicant due to the operation of this facility. Additionally, this site will proved the general public a facility to properly dispose of their C/D wastes, wood wastes, and yard wastes, rather than bringing these wastes to a Type II landfill.

The site has previously been utilized under the Emergency Disaster Cleanup Permit to dispose of similar waste and as an existing borrow pit. Therefore, the property values for the site and the surrounding properties are not expected to change due to its presence. The costs for police and fire protection, medical facilities, schools and roads are not expected to change. It is not believed that the location and operations of the facility at this site have the potential for precluding economic development in the area.

The wastes will be transported to and from the site primarily by trucks traveling from the applicants project sites and residents located primarily in the Calcasieu Parish area. Since the applicant has transported these materials to the site, it has been demonstrated that traffic flow will not detrimentally increase in the area and the roads in the area are able to handle the loads and volumes of the trucks.

The estimated projected life of the facility at this time is about 15 years (until 2022). The applicant owns the property which the facility is located. The applicant will have the financial responsibility to close the site when closure is performed and to perform the required activities after closure as stipulated in the current solid waste regulations. The applicant has submitted a closure plan for the facility to ensure effective closure of the facility. The applicant will provide a certification of closure through contracting an independent registered professional engineer, as required by the regulations. Deed records will be filed will the local authorities which state that the closed facility was used as a Type III disposal facility. Future uses of the property after closure would most likely be restricted to projects which exert minimal bearing loads on the subgrade and required no subsurface structures.

33:VII.523.A.3. a discussion and description of possible alternative projects that would offer more protection to the environment without unduly curtailing nonenvironmental benefits;

RESPONSE: There are two alternatives that are related to the purpose of the applicant's facility. One is disposal into a permitted, solid waste landfill (Type I or II). This alternative is not considered feasible. If the applicant would be required dispose Type III materials in a Type I or II facility, the result would be greater costs to the users and a reduction in the life of these facilities. Additionally, the applicant owns a construction business. If the applicant would be required to use outside disposal facilities it would increase its costs to operate and greatly reduce its ability to remain cost effective in performing constructing projects. The other alternative would be disposal into another Type III landfill. Again, this would be cost prohibitive for the applicant and reduce its chance to remain competitive in the construction business. Also, other Type III landfills would not provide greater protection to the environment and human health than the subject facility

Other alternatives not considered would include incineration and disposal into a hazardous waste landfill. These alternatives are not viable solutions due to excessive transportation of wastes,

additional costs, and in the case of incineration, possibly more impact on the environment than the subject facility.

As stated in other responses in this document, the facility will be modified to prevent disposal activities from occurring in standing water and a clay liner will be constructed at the bottom of the disposal areas.

33:VII.523.A.4. a discussion of possible alternative sites that would offer more protection to the environment without unduly curtailing nonenvironmental benefits; and

RESPONSE: Due to the types of wastes which will be disposed, and the operational procedures at the facility, the impact to the environment is expected to be minimal. The site has not and will not impact any environmentally sensitive areas. The groundwater will be protected by the clay soils present at the site and the construction of a clay liner for a portion of the side walls of the disposal areas. Due to the nature of the materials handled, air quality will not be impacted by the facility. The facility will operate in accordance with an LPDES permit (applied for). Based on recent hurricane experience, it is not anticipated that the site would be prone to the effects of a storm surge from a hurricane.

The existing land is zoned as I-2 (heavy industrial), but has been approved for the operation of the facility by the Calcasieu Parish Division of Planning and Development (refer to letter in Attachment 1 of the permit application). The land use for the immediate areas surrounding the facility is primarily undeveloped and agricultural (cattle grazing). Due to the operational procedures of the facility and the types of land used surrounding the facility, the facility would not have any effect on its enjoyment or use. The site was a borrow pit prior to being put into service as a temporary disposal facility, therefore it is not noted for aesthetic beauty, or historical or cultural sites. There are no known potential health risks. It is not in close proximity to schools, hospitals, or residences. The facility does not and will not create nuisances such as odors, unwanted light, and noise.

The site was chosen due to the existence of the borrow pits on the site and its suitability for a facility of this type. Alternative site locations would involve acquiring new property and creating new excavations which would increase rather than decrease the environmental impacts and operating costs. There are no known alternative sites that could be used for disposal other than Type I or II landfills. Disposal into these types of landfills would unnecessarily reduce the effective lifetime of those facilities. No other sites were identified that could offer more protection to the environment than the subject site.

33:VII.523.A.5. a discussion and description of the mitigating measures which would offer more protection to the environment than the facility, as proposed, without unduly curtailing nonenvironmental benefits.

RESPONSE: As previously mentioned the facility will have sufficient impermeable soils either naturally or constructed, to provide a barrier to prevent any penetration of surface spills into groundwater aquifers underlying the area or to a sand or other water-bearing stratum that would provide a conduit to such aquifers. The areas will be covered with interim and final covers installed in accordance with the solid waste regulations. The facility will have perimeter barriers, security,

and inspection procedures in placed in ensure that no prohibited wastes are allowed to be disposed at the facility. These mechanisms should provide adequate protection to control the wastes at the facility without unduly curtailing non-environmental benefits.

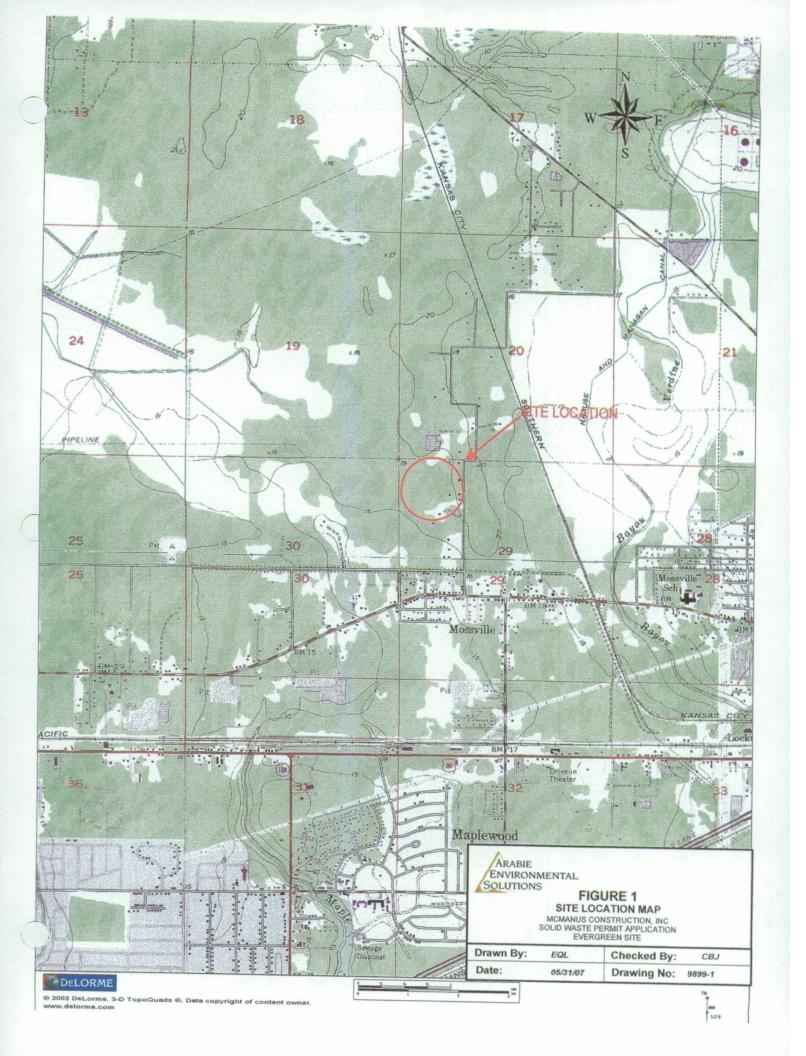
All loads transported to the facility will be inspected to ensure that no prohibited wastes are disposed at the site. Facility personnel will be trained to be aware of the proper operations of the facility. Recording keeping will be performed so the applicant can keep track as to the sources and quantities of wastes that are disposed at the facility. The clay liner and interim and final covers will be installed in accordance with the respective specifications for each. Quality assurance testing and inspection will be performed during construction to ensure the proper materials are used and that they are constructed properly.

The facility will be operated in accordance with the applicable solid waste regulations as described in the permit application and the responses in this document. Therefore, it is believed that there is no more that can be done to protect the environment without unduly reducing the non-environmental benefits.

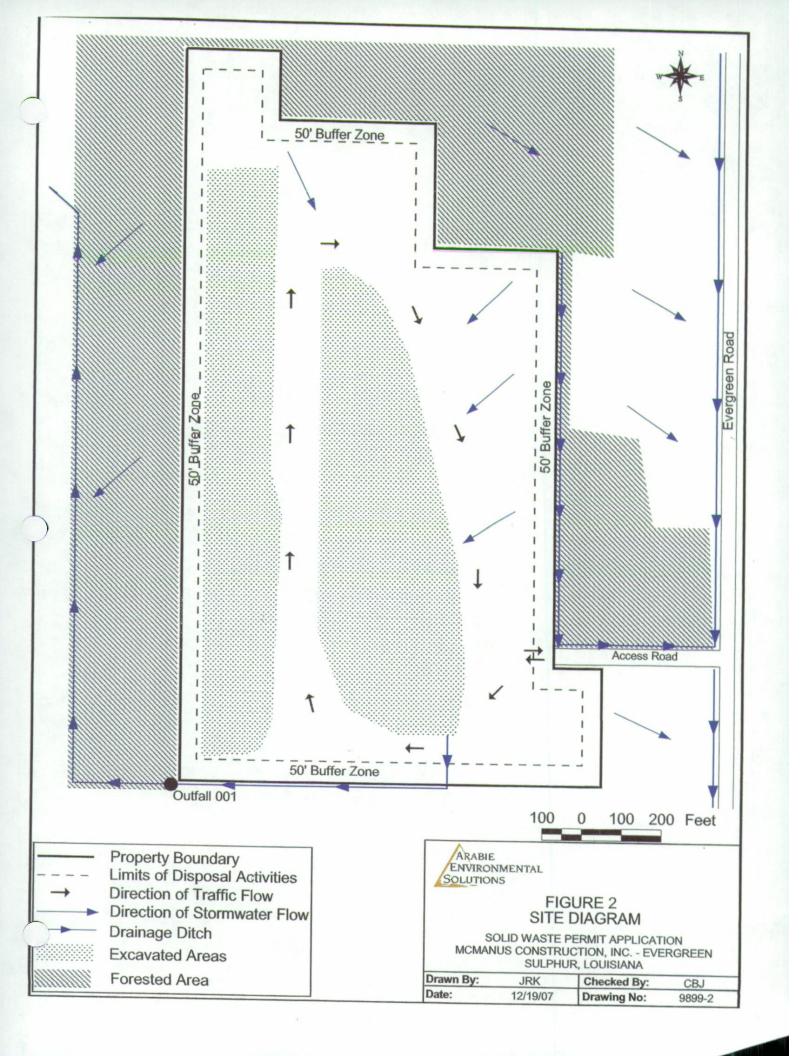
33:VII.523.B. An application for renewal or extension of an existing permit shall not be subject to submittal of the additional supplementary information required in Subsection A of this Section, unless said renewal or extension encompasses changes that need to be addressed as major applications.

RESPONSE: Not Applicable. This application is not for a renewal or extension of an existing permit.

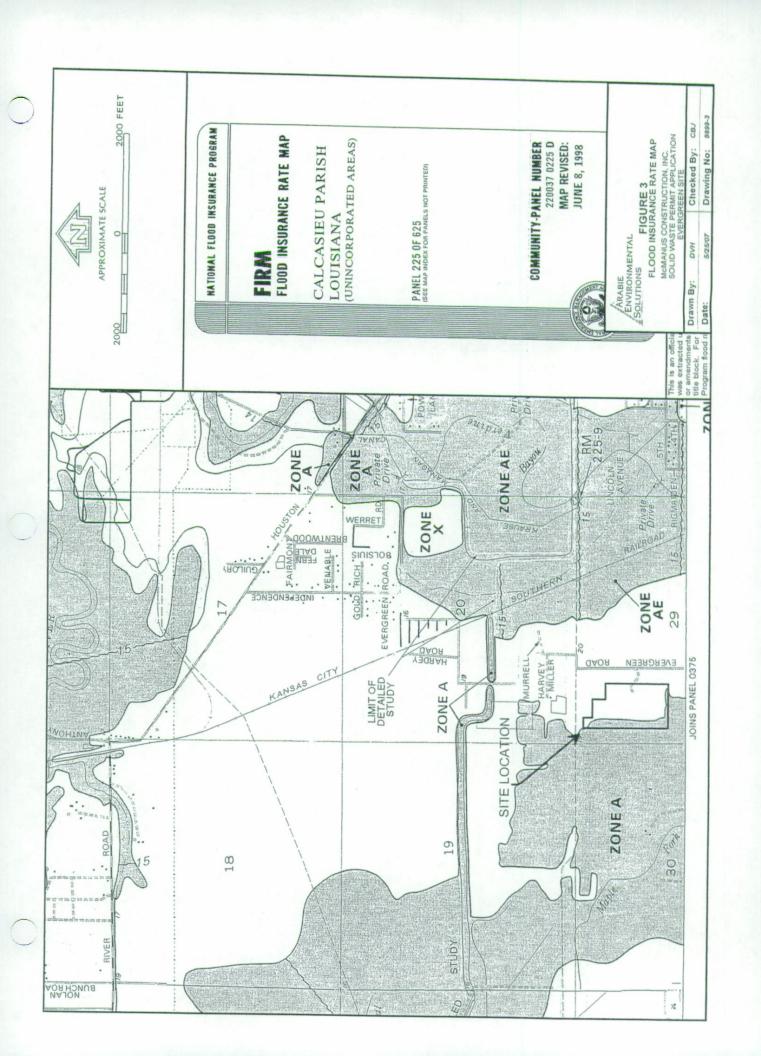
FIGURE 1
.
SITE LOCATION MAP

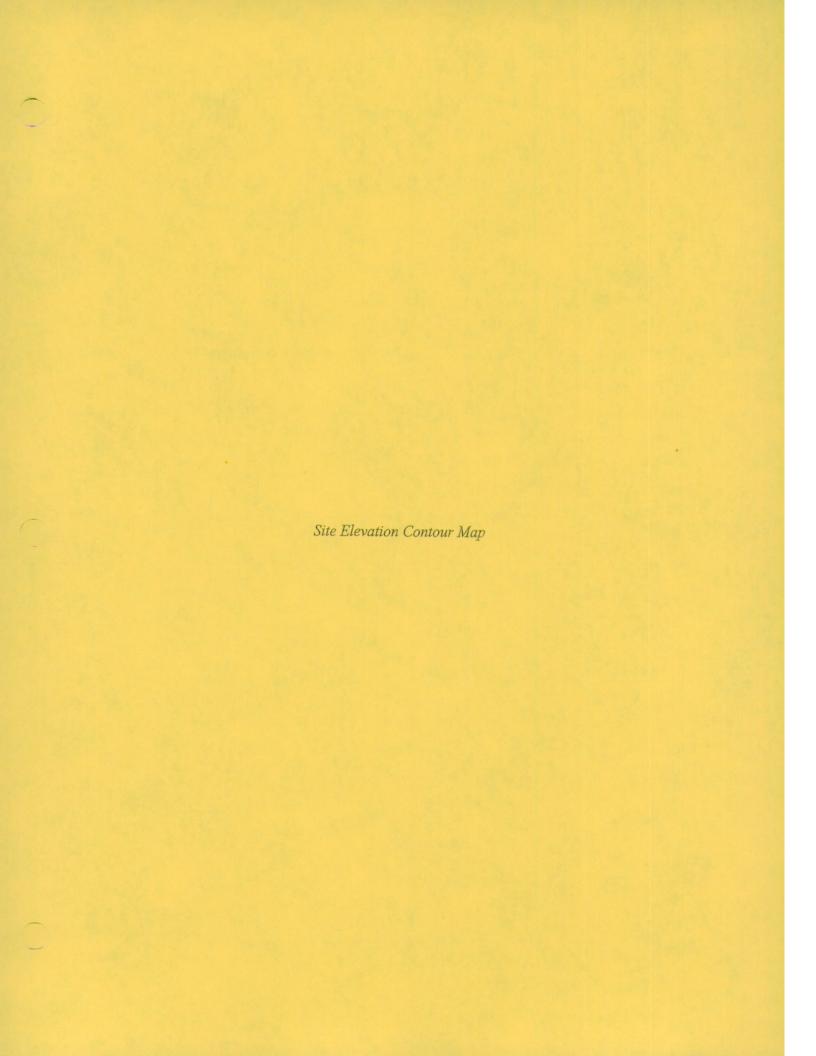


SITE DIAGRAM

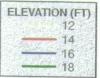


FLOOD INSURANCE RATE MAP











NOTE: AERIAL IMAGERY TAKEN FROM GOOGLE EARTH v. 4.2.0198.2451 (BETA), MAY 2008.

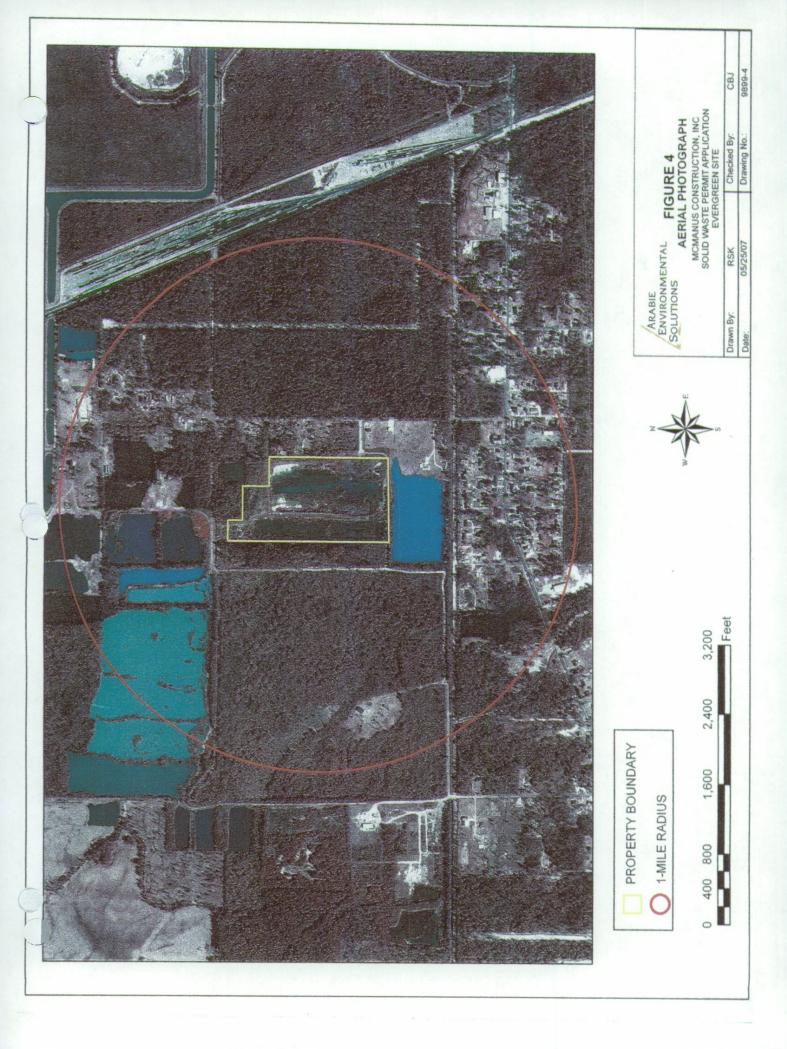
ARABIE ENVIRONMENTAL SOLUTIONS

SITE ELEVATION CONTOUR MAP

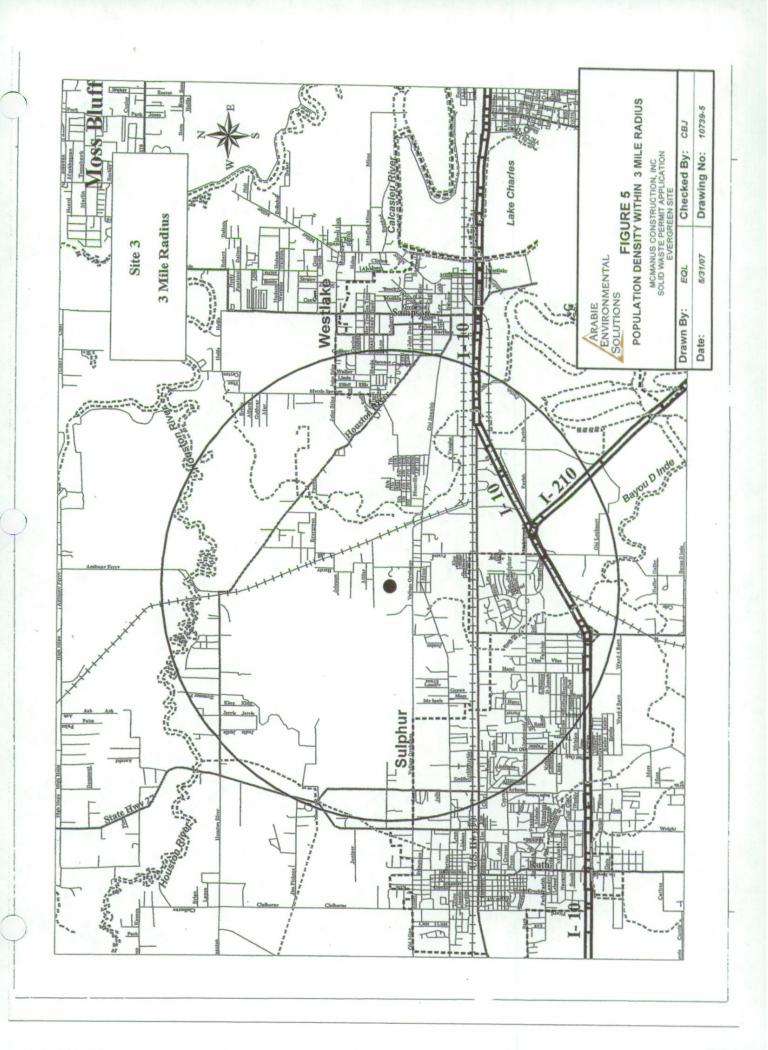
MCMANUS CONSTRUCTION, INC. SOLID WASTE PERMIT APPLICATION EVERGREEN SITE

Drawn By:	RSK	Checked By:	CBJ	-
Date:	05/08/2008	Drawing No.:	9899	

2004 AERIAL PHOTOGRAPH

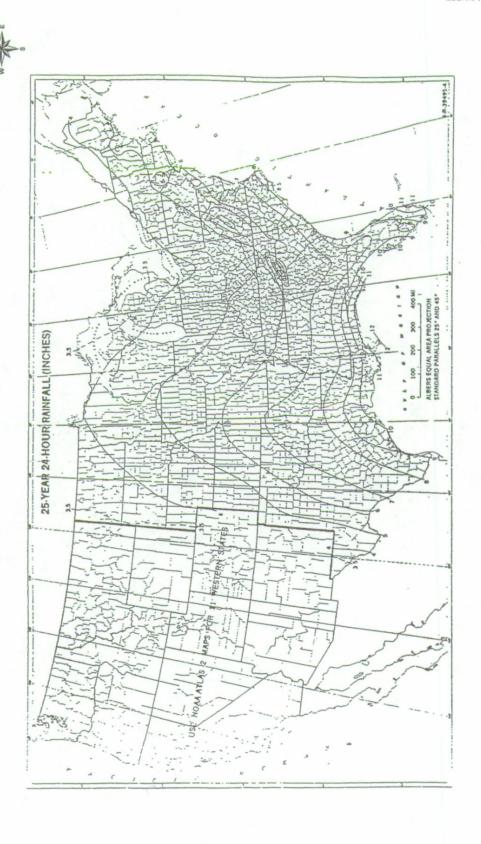


POPULATION DENSITY
3-MILE RADIUS MAP



25-YEAR, 24-HOUR RAINFALL MAP

AQUIFER RECHARGE ZONE MAP



ARABIE ENVIRONMENTAL SOLUTIONS

FIGURE 6 25 year, 24 hour Rainfall Map

MCMANUS CONSTRUCTION, INC SOLID WASTE PERMIT APPLICATION EVERGREEN SITE

CBJ	10739-6
Checked By:	Drawing No:
EQL Che	5/31/07
Drawn By:	Date:

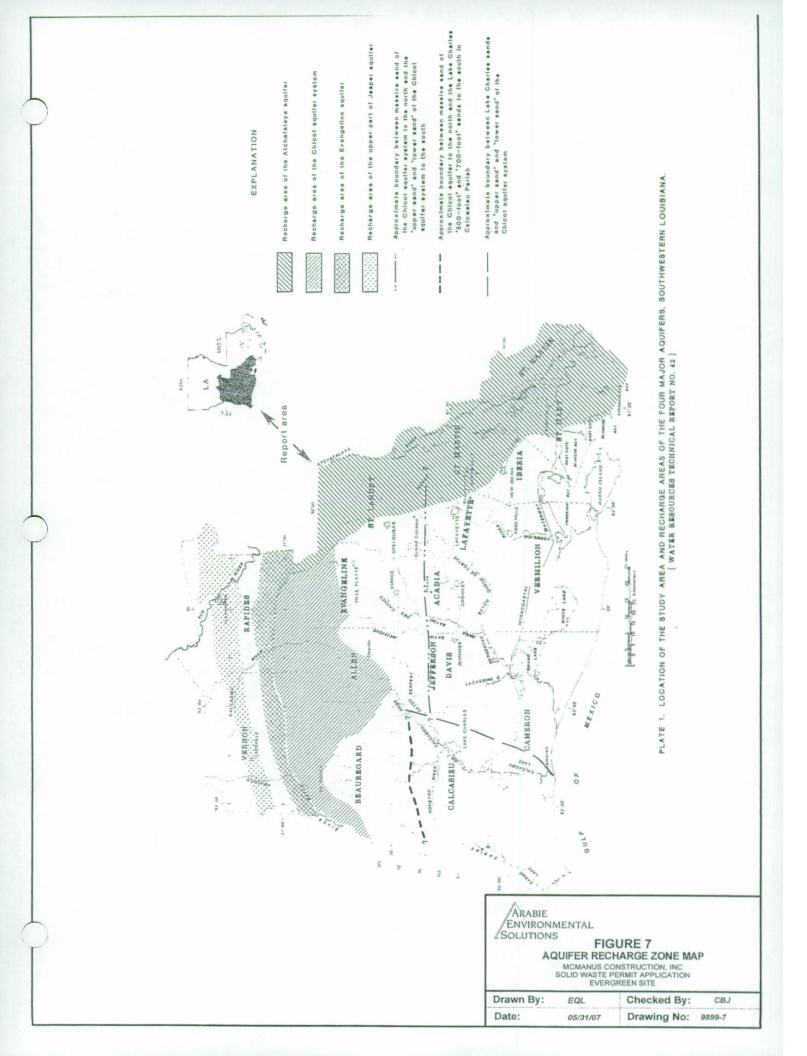


FIGURE 8

TYPICAL CROSS SECTION

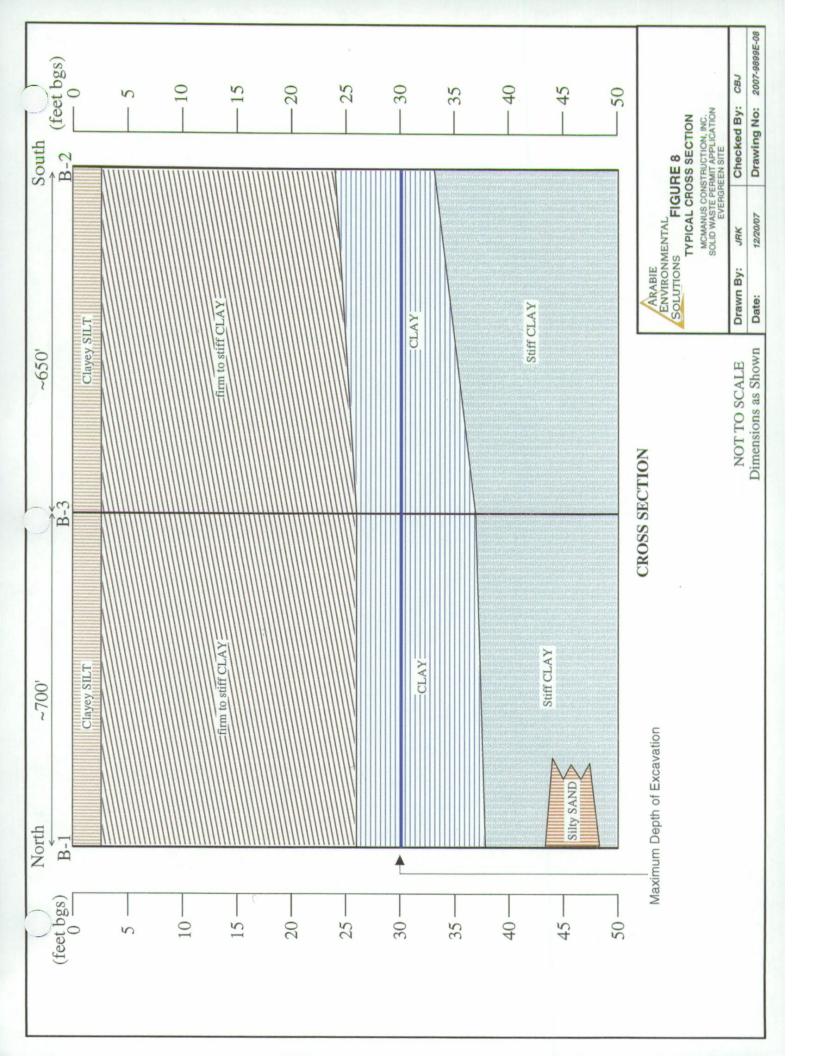
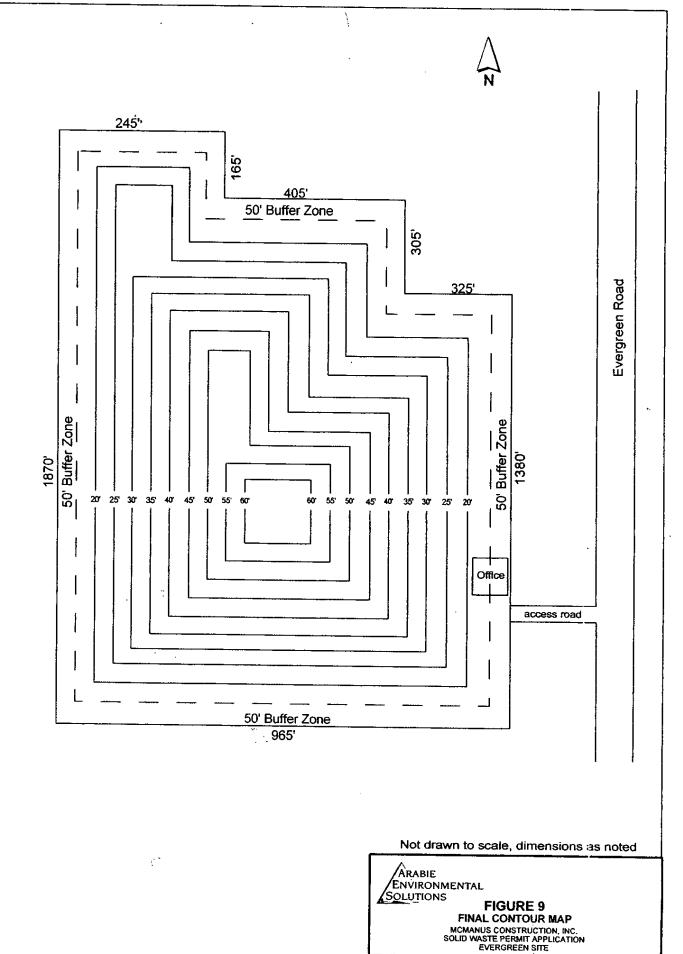


FIGURE 9

FINAL CONTOUR MAP



Drawn By:

Date:

RSK

05/31/07

Checked By:

Drawing No:

CBJ

9899-9

NOTE: Base elevations obtained from topographical maps.

TABLE 1

ESTIMATED LAND USE STATISTICS

TABLE 1 ESTIMATED LAND USE STATISTICS WITHIN 3-MILE RADIUS EVERGREEN SITE MCMANUS CONSTRUCTION, INC. CALCASIEU PARISH, LOUISIANA

Category	Square Miles	Percent
Residential	14.26	51%
Health Care Facilities/Schools	0.03	<1%
Agricultural	3.79	13%
Industrial/Manufacturing	7.96	28%
Other Commercial	0.6	2%
Recreational	<.01	<1%
Undeveloped	1.58	6%
Total	28.22	100%

TABLE 2 WEIGHT ESTIMATION TABLE

TABLE 2 LOAD WEIGHT ESTIMATIONS EVERGREEN SITE MCMANUS CONSTRUCTION, INC. CALCASIEU PARISH, LOUISIANA

vas Waste iliyper	Wet Weight ((tons per cubic yard))
Building Materials	0.50
Shingles	0.75
Concrete	1.0
Trees and Limbs	0.50
Tree Trimmings	0.25

TABLE 3

CLOSURE AND POST CLOSURE COST ESTIMATES

TABLE 3 CLOSURE AND POST CLOSURE ESTIMATES MCMANUS CONSTRUCTION, INC. EVERGREEN SITE CALCASIEU PARISH, LOUISIANA

CLOSURE COST ESTIMATE

Item	Quantity	Unit Cost(\$/unit)	Total (\$)
Grading and Preparation of Fill Area	22,000 sq. ft.	0.1	2,200
Cover Material and Topsoil Placement	2,500 cu.yd.	3	7,500
Re-Vegetation	0.5 acre	2000	1,000
Closure Verification	4 hrs.	100	400
	SUBTOTAL 20% CONTINGENCY		11,100 2,220
	TOTAL ESTIMATED COSTS		

POST-CLOSURE COST ESTIMATE (3 YEARS)

Item	Quantity	Unit Cost(\$/unit)	Total (\$)
Inspections	40 hrs.	70	8,400
Additional Cover	300 cu.yd.	5	4,500
Partial Re-Vegetation	0.75 acres	2000	4,500
Reporting	l report	500	1,500
	SUBTOTAL 20% CONTINGENCY		18,900 3,780 22,680
	TOTAL ESTIMATE	AL ESTIMATED COSTS	

Calcasieu Parish Police Jury Reply Letter Regarding Zoning



CALCASIEU PARISH POLICE JURY

DIVISION OF PLANNING AND DEVELOPMENT

P.O. Drower 3287

Lake Charles, Louisiana 70602-3287

337/721-3600 800/826-6092

Fax 337/ 437-4100

www.cppj.net

August 26, 2008

Blaine Johnson Arabie Environmental Solutions, Inc. P.O. Box 928 Lake Charles, Louisiana 70602

RE:

McManus Construction Evergreen Site

Construction\Demolition Debris Site

Section 29, Township 9 South, Range 9 West - Calcasieu Parish

Lat. 30° 15' 10", Long. 93° 18' 54"

LDEO AI #84822

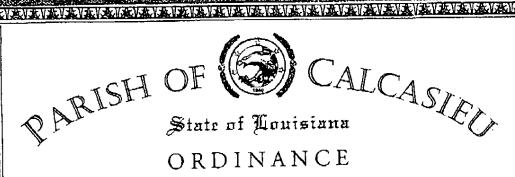
Dear Blaine:

This is sent to confirm that the zoning for the above referenced property has been changed to I2-R (Heavy Industrial-Restricted). This zoning allows the property to be utilized for a construction/demolition debris landfill. In addition, the proposed use does not violate any other existing land-use requirements.

Sincerely;

Tammy Tonn, CFM

Senior Planner



ORDINANCE NO. 5417

AN ORDINANCE amending Chapter 26 - Zoning, of the Code of Ordinances of the Parish of Calcasieu, Louisiana, classifying the area: A request by McManus Construction to rezone from A-1 (Agricultural) and I-2 (Heavy Industrial) to I-2R (Heavy Industrial-Restricted) to allow a solid waste site (construction and debris landfill-classification type 3) on the property described as: S1/2 Lot 2 Blk B Vincent Sub In Secs 20 and 29.9.9 5.06 Acs; Lot 3 Blk "C" Vincent Sub Desc as Lot C Vincent Sub in 29.9.9 less 4 ½ Acs in N/side 10.27 Acs; Com 334.5 ft W of SE cor Lot "A" Eli Vincent Heirs Sub of Secs 20 and 29.9.9, TH S 668 ft, W 92.8 Ft Etc; N ½ lot 2 blk B Vincent Heirs Sub 29.9.9; Blk "D" Vincent Heir Sub 29.9.9, less 4 Acs-comprising 10.77 Acs; Com 203.2 ft S of NW cor Blk D Vincent Sub in 29.9.9 S 137.4 ft E 321.5 ft Btc; 1 ½ acs off S/S Lot D Vincent Sub in Secs 20 and 29.9.9 in SW NW 29.9.9.

BE IT ORDAINED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, convened in Regular Session on the 15th day of November, 2007, that Chapter 26-Zoning, of the Code of Ordinances of the Parish of Calcasieu, Louisiana, and the Comprehensive Zoning Map for Calcasieu Parish, Louisiana, be and they are hereby amended insofar as said ordinance and map pertain to the following property in Ward Four of this parish:

From A-1 (Agricultural) and I-2 (Heavy Industrial) to I-2R (Heavy Industrial-Restricted) to allow a solid waste site (construction and debris landfill- classification type 3) with the following stipulations: 1) that the development adhere to the site plan on file with the Division of Planning and Development; 2) that the development adhere to the Department of Environmental Quality Regulations; 3) upon issuance of a development permit, the solid waste site disposal is for fifteen (15) years or when the pit is completely filled or whichever comes first; 4) entrance road must be hardsurfaced with asphalt; 5) hours of operation shall be from dusk until dawn (daylight hours only); 6) a determination on a suitable dust control barrier (wooden or vinyl fence or berm with appropriate landscaping) shall be made by the Director of the Division of Planning and Development, in conjunction with the applicant; and; 7) this rezoning shall be contingent upon issuance of the proper permit(s) by the Department of Environmental Quality to McManus Construction on the property described as: S1/2 Lot 2 Blk B Vincent Sub In Secs 20 and 29.9.9 5.06 Acs; Lot 3 Blk "C" Vincent Sub Desc as Lot C Vincent Sub in 29.9.9 less 4 1/2 Acs in N/side 10.27 Acs: Com 334.5 ft W of SE cor Lot "A" Eli Vincent Heirs Sub of Secs 20 and 29.9.9, TH S 668 ft, W 92.8 Ft Etc; N 1/2 lot 2 blk B Vincent Heirs Sub 29.9.9; Blk "D" Vincent Heir Sub 29.9.9, less 4. Acs-comprising 10.77 Acs; Com 203.2 ft S of NW cor Blk D Vincent Sub in 29.9.9 S 137.4 ft E 321.5 ft Etc; 1 1/2 acs off S/S Lot D Vincent Sub in Secs 20 and 29.9.9 in SW NW 29.9.9.

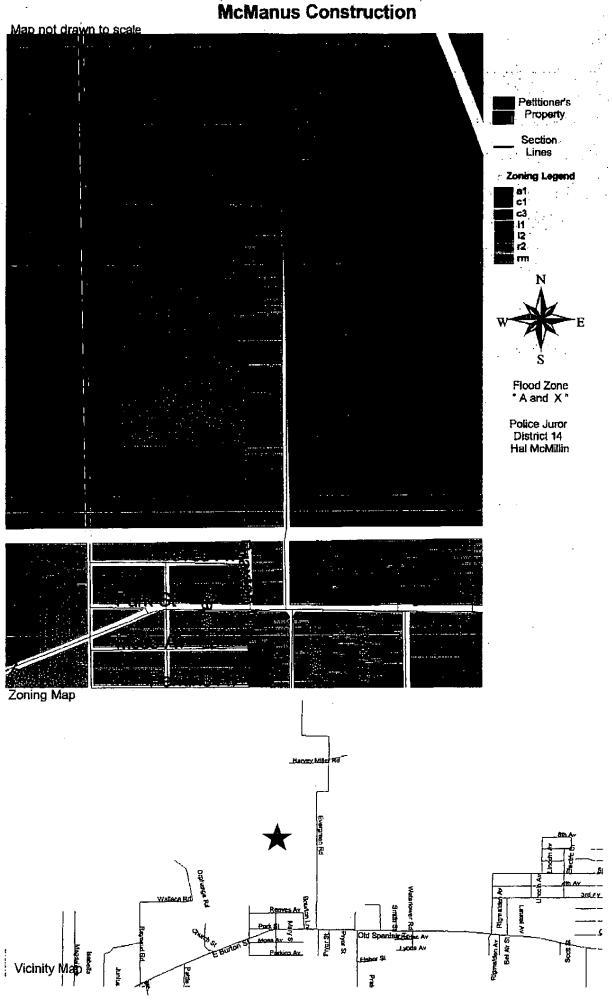
Zoning Case RZ04-027-07

BE IT FURTHER ORDAINED that the rezoning of the above described property is effective this date, classified in accordance with a new zoning District Map (adding to the existing District Map) which is attached to this ordinance to be placed on file in the Office of the Clerk of Court showing the classification of the new area of the above described property.

THUS DONE AND PASSED BY THE CALCASIEU PARISH POLICE JURY on the date above inscribed.

/s/ Chris E. Landry
Chris E. Landry, President /s/ S. Mark McMurry S. Mark McMurry, Administrator & Ex-Officio Secretary STATE OF LOUISIANA PARISH OF CALCASIEU I HEREBY CERTIFY that the foregoing is a true and correct copy of the original ordinance as adopted by the Calcasieu Parlsh Police Jury in regular session convened on the 15th day of November, 2007. IN TESTIMONY WHEREOF, James my official signature and the seal of the Parish of the Officay of Kathy P. Smith, Recording Secretary

KZU4-U2/-U/ McManus Construction





CALCASIEU PARISH POLICE JURY

DIVISION OF PLANNING AND DEVELOPMENT

P.O. Drawer 3287

lake Charles, Louisiana 70402-3287 337/721-3600

800/826-6092 Fox :137/ 437-4100

www.cppj.net

November 26, 2007

Mr. Sheldon McManus McManus Construction 3155 Hwy 90 E Lake Charles, LA 70615

RE: RZ04-027-07; a request by McManus Construction to rezone from A-1 (Agricultural) and I-2 (Heavy Industrial) to I-2R (Heavy Industrial-Restricted) to allow a solid waste site (construction and debris landfill - classification type 3) on Evergreen Road in Ward Four.

Dear Mr. McManus:

It is my pleasure to advise you that the above referenced request was approved by the Calcasieu Parish Police Jury at their meeting on November 15, 2007. Please note the following stipulations: 1) that the development adhere to the site plan on file with the Division of Planning and Development; 2) that the development adhere to the Department of Environmental Quality Regulations; 3) upon issuance of a development permit, the solid waste site disposal is for fifteen (15) years or when the pit is completely filled; whichever comes first; 4) entrance road must be hardsurfaced with asphalt; 5) hours of operation shall be from dusk until dawn (daylight hours only); 6) a determination on a suitable dust control barrier (wooden or vinyl fence or berm with appropriate landscaping) shall be made by the Director of the Division of Planning and Development, in conjunction with the applicant; and 7) this rezoning shall be contingent upon issuance of the proper permit(s) by the Department of Environmental Quality to McManus Construction.

In order to obtain your permits, please call the Division of Planning and Development at 337/721-3600 for further details or come by our office located on the 3rd floor of the Police Jury Administration Building at 1015 Pithon Street.

Please remove the zoning sign posted on your property. Should you have any questions, please contact me.

Sincerely,

James J. Wiekers, Director Planning and Development

JJV/kg

An Equal Opportunity Employer/Program
SERVICE - VISION - LEADERSHIP

Proof of Publication

Affidavit of Publication

STATE OF LOUISIANA Parish of Calcasieu

Before me the undersigned authority, personally came and appeared

who being duly sworn, deposes and says:

He/She is a duly authorized agent of

LAKE CHARLES AMERICAN PRESS a newspaper published daily at 4900 Highway 90 East,

Lake Charles, Louisiana, 70615. (Mail address: P.O. Box 2893)

Lake Charles, LA 70602)

The attached Notice was published in said newspaper in its issue(s) dated:

00358908 - \$11.00 June 7, 2007

Duly Authorized Agent

Subscribed and sworn to before me on this 7th day of June, 2007 at Lake

Charles, LA

04103477

ARABIE ENVIRONMENTAL SOLUTIONS

04103477 ARABIE ENVIRONMENTAL SOLUTIONS PO BOX 928 ATTN: HOPE CLARK LAKE CHARLES, LA 70602

Gwendolyn R. Dugas #056523

Notary Public

PTRYUBLIC NOTICE
Notice is hereby given
that McManus Construction, Inc. does intend to
submit to the Depart
ment of Environmental
Quality, Office of Environmental Services,
Permits Division, an application for a permit to
operate at Type III (Construction) Debris/Wood
wast Landfill in Calcasleu (Parish), Range 9
West, Township 9 South,
Section 29; which is approximately, 12 miles
west of Westlake 12 operate
west of Westlake 12 operate
// Memory of the Conservice of th isiana

isiana
'Comments' concerning
the Ideilliv may be filed
with the secretary of the
Eouisiana Department
of Environmental Quality at the Stollowing address:

ity at the following address:
Louisiana Department
of Environmental Quality-Office of Environmental Services / Permits Division/Post Office Box :82135 Baton
Rouge Louisiana
70884-2135
June 7

CAPITAL CITY PRESS

Publisher of THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the official Journal of the State of Louisiana, the City of Baton Rouge, and the Parish of East Baton Rouge, in the following issues:

06/07/07

Susan A. Bush, Public Notices Clerk

Sworn and subscribed before me by the person whose signature appears above:

June 7, 2007

Pegeen Singley, Notary Rublic, #60565 My Commission Expires: Indefinite Baton Rouge, Louisiana

ekiczi, bijaka przyskiej Public Notice ACRESCO CONTRACTOR OF THE STATE of HEAVANCE IN Intent To Submit Permit Application McManus Construction - Evergreen Landfil Calcasieu Parish, Louisiana Notice is hereby given that McManus Construction, linc does intend to submit to the Department of Environmental Quality, Office of Environmental Services, Permits Division, an application for a permit to operate a Type III Construction Debris/Woodwaste Landfill in Calcasieu Parish, Range 9 West, Township 9 South, Section 29 which is approximately 0.4 mile north of the intersection of Evergreen Road and Old Spanish Trail (LA Highway 397) approximately 2 miles west of Westlake Louisiana t manus angeres trans. Misself surrenad partit desir de la francisco de la company de la company de la company La company angeres company alla company de la company Comments concerning the facility may be filed with the secretary of the Louisiana Department of Environmental Quality at the following address: topic in a charge form to be a section of Louisiana Department of Environmental Quality Office of Environmental Services Permits Division Permits Division Post Office Box 82135 Baton Rouge, Louisiana 70884-2135 2767H 1660 07 3643599-jun-7-1t

ARABIE ENVIRONMENTAL SOLUTIONS

HOPE CLARK

PO BOX 928

LAKE CHARLES

LA 70602

3643599

Resolution of Board Of Directors

RESOLUTION OF BOARD OF DIRECTORS OF McManus Construction, Inc.

WHEREAS, the Board of Directors has unanimously decided that Sheldon J. McManus, President, is elected to sign, for and on behalf of McManus Construction, Inc., the Permit Application to be submitted to the Department of Environmental Quality relative to the Evergreen Pit Site.

RESOLVED that Sheldon J. McManus, President, is hereby elected to sign, for and on behalf of McManus Construction, Inc., the Permit Application to be submitted to the Department of Environmental Quality relative to the Evergreen Pit Site.

I, DEBRA J. BUSHNELL, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of MCMANUS CONSTRUCTION, INC., a corporation organized and existing under the laws of the State of Louisiana, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with law and the Bylaws of said Corporation on December 30, 2005, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereunto affixed, this 30th day of December, 2005.

DEBRA J. BUSHNEV

Secretary

Louisiana Department of Transportation and Development Reply Letter Regarding Roadway/Traffic



STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Post Office Box 1430 Lake Charles, Louisiana, 70602

Phone 337-437-9105; Fax 337-437-9260 Email: <u>Sjiles@dotd.louisiana.gov</u> Web: www.Louisiana-Transportation.org

March 9, 2006



Mr. C. Blaine Johnson Arabie Environmental Solutions 510 Clarence Street Lake Charles, Louisiana 70601

RE: McManus Construction Evergreen Site
Proposed Construction/Demolition Debris Site
Section 29, Township 9 South, Range 9 West-Calcasieu Parish

Dear Mr. Johnson:

This is in response to your letter dated February 14, 2006 concerning the expected adverse impact of traffic volumes and vehicular loads created by a proposed solid waste facility in Calcasieu Parish.

Please be advised that traffic impact studies for private concerns are normally conducted by independent traffic engineering consultants. Although a permit including pertinent traffic information is required in order to gain access to a state highway, development is not normally restricted by project traffic volumes.

Weight limits which are less than the statutory maximum restrictions can only be imposed on state highways where roadways and bridges cannot withstand the heavier loads with sustaining severe damage. Weight restrictions which are established below the universal legal limits are posted at the outer boundaries of the affected area, a practice which safeguards against the adverse impact of traffic generated by future developments.

The policy noted herein should suffice in the processing of your permit application. Please advise me if further information is needed.

Yours Very Truly,

R. H. HENNIGAN, P.E. DISTRICT ENGINEER ADMINISTRATOR

STEVE JILES, P.E.

DISTRICT TRAFFIC OPERATIONS ENGINEER

Calcasieu Parish Police Jury Reply Letter Regarding Roadway/Traffic



CALCASIEU PARISH POLICE JURY

DIVISION OF ENGINEERING & PUBLIC WORKS

P.O. Drawer 3287

February 22, 2006

Lake Charles, Louisiann 70602 337/ 7.21-3700 Fax 337/ 4.37-3514 LA Only 1-800-5-12-7623

Arabie Environmental Solutions Attn: C. Blaine Johnson 510 Clarence Street Lake Charles, LA 70601

Ref: McManus Construction Evergreen Site Proposed Construction/Demolition Site

Dear Mr. Johnson,

We have reviewed the information requested for the Solid Waste Permit Application utilizing Evergreen Road via Old Spanish Trail or Houston River Road as the route of access.

The estimated 30 truckloads per week to enter the facility should not have a significant traffic impact on Evergreen Road based on a 2001 ADT of approximately 1350 vehicles per day. However, the alignment of Evergreen Road between the site and Houston River Road consisting of numerous 90-degree turns does create concern of off-tracking by trucks that would negotiate these turns simultaneously with another vehicle.

To determine the ability of the road to withstand the weight of the vehicles serving the facility would require further investigation to determine the pavement thickness and strength of the subbase materials. The services required to make the determination can be provided by local geotechnical firms as may be required by Louisiana Department of Environmental Quality.

In the event the application is approved, it may be necessary that a road maintenance bond be provided over the life of the facility as surety that repairs are made for any damages to the road.

Sincerely,

Tim Conner, P.E.

Assistant Parish Engineer

TC/lml

cc: Claude D. Smart, Parish Engineer

SERVICE . VISION . LEADERSHIP

Louisiana State Historic Preservation Office Reply Letter Regarding Historical Sites

ARABIE ENVIRONMENTAL SOLUTIONS

510 Clarence Street • Lake Charles, LA 70601 337 436-3248 • 800 259-3248 • fax: 337 436-3641

Date:<u>/2-/9-07</u>

No known archaeological sites or historic properties will be affected by this undertaking. This effect determination could change should new information come to our affection.

Pam Breaux:

State Historic Preservation Officer

November 20, 2007

Ms. Pam Breaux
State Historic Preservation Officer
Division of Historic Preservation, Office of Cultural Development
P.O. Box 44247
Baton Rouge, Louisiana 70804

RE: McManus Construction Evergreen Site

Construction\Demolition Debris Site

Section 29, Township 9 South, Range 9 West - Calcasieu Parish

Lat. 30° 15' 10", Long. 93° 18' 54" Solid Waste Permit Application

Dear Ms. Breaux:

Arabie Environmental Solutions, Inc. (Arabie Environmental) has been retained by McManus Construction, Inc. (McManus) to prepare an application to the Louisiana Department of Environmental Quality (LDEQ) for a Solid Waste Permit for the above referenced facility. One of the LDEQ's requirements is to obtain correspondence regarding any historic or archaeological sites located on, or within 1,000 feet of the facility. Attached is an area map indicating the site location.

We ask that you please provide written correspondence indicating which, if any, of these sites are located within the specified distance for this facility. McManus and Arabie Environmental appreciate your assistance in this matter. Please do not hesitate to give me a call if you have any questions or need any further information.

Sincerely,

Eric O. LeBleu

Environmental Scientist

Attachment

Louisiana Department of Culture, Recreation & Tourism Reply Letter Regarding Recreational Areas



MITCHELL J. LANDRIEU
LIEUTENANT GOVERNOR

State of Conisiana

OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
OFFICE OF STATE PARKS

ANGÈLE DAVIS SECRETARY

STUART JOHNSON, PH.D. ASSISTANT SECRETARY

November 29, 2007

Mr. Eric Q. LeBleu Environmental Scientist Arabie Environmental Solutions 510 Clarence Street Lake Charles, LA 70601

Re: McManus Construction Evergreen Site

Dear Mr. LeBleu,

I am in receipt of your solicitation of views request for the project for a solid waste permit application in regards to the McManus Construction Evergreen Site in Calcasieu Parish.

The Division of Outdoor Recreation in the Louisiana Office of State Parks administers the Land and Water Conservation Fund program for Louisiana. In this capacity we compile an inventory of recreational sites within the state for publication in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) published periodically. The most recent SCORP was published for the period of 2003-2008 with an inventory developed in 2003.

Based on the information provided, there does not appear to be any conflict regarding this proposed project with existing recreational facilities identified in the most recent SCORP.

Sincerely,

Cleve Hardman

Director of Outdoor Recreation

US Fish & Wildlife Service Reply Letter Regarding Endangered Species



510 Clarence Street • Lake Charles, LA 70601 337 436-3248 • 800 259-3248 • fax: 337 436-3641

November 20, 2007

Mr. Dave Fruge U.S. Fish and Wildlife Service 646 Cajundome Boulevard, Suite 400 Lafayette, Louisiana 70576

Solid Waste Permit Application

McManus Construction Evergreen Site RE: Construction\Demolition Debris Site Section 29, Township 9 South, Range 9 West - Calcasieu Parish Lat. 30° 15' 10", Long. 93° 18' 54"

Dear Mr. Fruge:

Arabie Environmental Solutions, Inc. (Arabie Environmental) has been retained by McManus Construction, Inc. (McManus) to prepare an application to the Louisiana Department of Environmental Quality (LDEQ) for a Solid Waste Permit for the above One of the LDEQ's requirements is to obtain correspondence referenced facility. regarding any wildlife management areas or habitats for endangered species located on, or within 1,000 feet of the facility. Attached is an area map indicating the site location.

We ask that you please provide written correspondence indicating which, if any, of these sites are located within the specified distance for this facility. McManus and Arabic Environmental appreciate your assistance in this matter. Please do not hesitate to give me a call if you have any questions or need any further information.

Sincerely,

Eric O. LeBleu

Environmental Scientist

attachment

This project has been reviewed for effects to Federal trust resourcunder our jurisdiction and currently protected by the Endangered Species Act of 1973 (Act). The project, as proposed, whose same (/) Will have no effect on those resources

() is not likely to adversely affect those resources.

This finding fulfills the requirements under Section 7(a)(2) of the A

Louisiana Field Office

U.S. Fish and Wildlife Service

SITE MAY CONTAIN WETLANDS. Contact the U.S. Army Corps of Engineers for a jurisdictional determination.

District: New Ofleans

RECEIVED

NOV 2 3 2007

FISH & WLDL, SERV LAFAYETTE, LA

Documentation from the Corps of Engineers Regarding Wetlands



DEPARTMENT OF THE ARMY NEW ORLEANS DISTRICT, CORPS OF ENGINEERS P.O. BOX 60267 NEW ORLEANS, LOUISIANA 70160-0267

APR 0 7 2008

Operation Division Western Evaluation Section

SUBJECT: MVN-2000-02288-WY

McManus Construction 3955 Highway 90 East Lake Charles, Louisiana 70601

Gentlemen:

460

As requested in your letter dated March 17, 2008, the authorization granted by a Department of the Army permit dated May 11, 2001, from the District Commander at New Orleans, Louisiana, to fill an area with construction debris for disposal purposes, at Lake Charles, Louisiana, in Calcasieu Parish, is hereby specifically extended to April 30, 2011.

All conditions, to which the work is made subject, excepting the time limit for completion, remain in full force and effect.

If the structures or work authorized is not complete on or before the date herein specified, this authorization, if not previously revoked or specifically further extended, will cease and become null and void.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Pete J. Serio

Chief, Regulatory Branch

for

Alvin B. Lee

Colonel, US Army

District Commander

DEPARTMENT OF THE ARMY



NEW ORLEANS DISTRICT, CORPS OF ENGINEERS

P.O. BOX 60267

NEW ORLEANS, LOUISIANA 70160-0267 January 29, 1999

REPLY TO ATTENTION OF:

Operations Division
Surveillance and Enforcement Section

Mr. Austin R. Arabie Triegel & Associates, Inc. Post Office Box 928 Lake Charles, Louisiana 70602

Dear Mr. Arabie:

Reference is made to your request for a U.S. Army Corps of Engineers' (Corps) jurisdictional determination on property located in Section 29, Township 9 South, Range 9 West, Calcasieu Parish, Louisiana (enclosed map). Specifically, this property is identified as an approximately 30-acre tract fronting on and west of Evergreen Road.

Based on review of recent maps, aerial photography, soils data, and information provided with your request, we have determined that part of the property is a water of the United States and subject to Corps' jurisdiction. The approximate limits of the water are designated in blue on the map. A Department of the Army permit under Section 404 of the Clean Water Act will be required prior to the deposition or redistribution of dredged or fill material into this water. Additionally, wetlands have been identified in the immediate vicinity of this property. Any expansion will require a revised determination.

You are advised that this determination is valid for a period of 5 years from the date of this letter unless new information warrants revision prior to the expiration date.

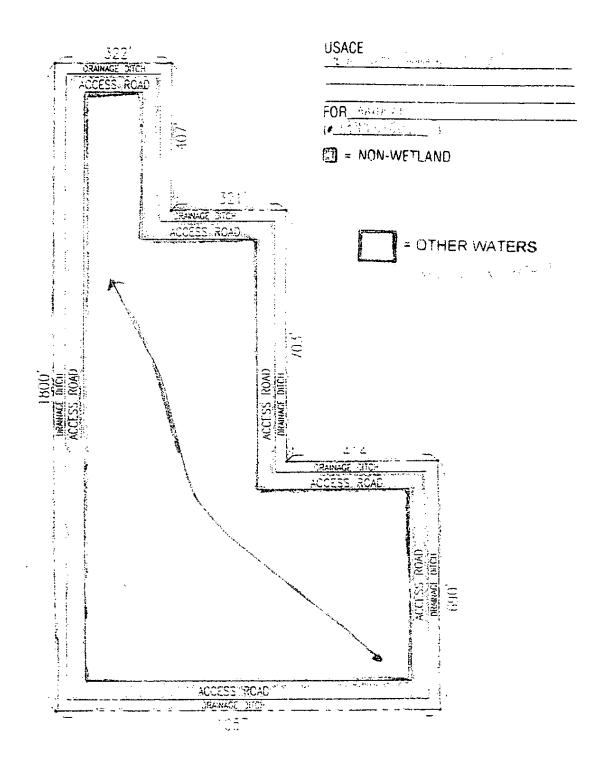
Should you have any questions concerning this determination, please contact Mr. James Joyner at (504) 862-1316 and reference our Account No. 199901006. If you have specific questions regarding the permit process or permit applications, please contact our Western Evaluation Section at (504) 862-1704.

Sincerely

Romald J. Ventola

Chief, Regulatory Branch

Enclosure



27 (4) 12 (2) 13 (3) 13 (4

TRIEGEL & ASSOCIATES, INC.
FIGURE 2
SITE DIAGRAM
EVERGREEN SITE
SHELDON McMANUS
CALCASIEU PARISH, LOUISIANA

ATTACHMENT 10

LPDES General Permit

BOBBY JINDAL Governor



HAROLD LEGGETT, Ph.D. Secretary

Louisiana Department of Environmental Quality Office of Environmental Services FEB 0 8 2008

CERTIFIED MAIL .7.007_0220_0000 2959 3426 RETURN RECEIPT REQUESTED

Al No.: 84822

Activity No.: GEN20070001

Mr. Sheldon McManus McManus Construction, Inc. P.O. Box 17110 Lake Charles, LA 70616

RE: Louisiana Pollutant Discharge Elimination System (LPDES) General Permit for Construction/Demolition Debris and Woodwaste Landfill LAG780027

Dear Mr. McManus:

The Office of Environmental Services (Office) has received and reviewed your application for a discharge permit for your Construction/Demolition Debris and Woodwaste Landfill located approximately 0.5 miles north of the intersection of Evergreen Road and Old Spanish Trail in Westlake, Calcasieu Parish. This facility has been determined eligible for coverage under our general permitting system. Therefore, pursuant to the Louisiana Environmental Quality Act (LA R.S. 30:2001, et seq.), the attached Louisiana Pollutant Discharge Elimination System general permit number LAG780027, has been issued authorizing

McManus Construction, Inc.
Evergreen Landfill
Approximately 0.5 miles north of the intersection of Evergreen Road and Old Spanish Trail
Westlake, LA

Telephone Number: (337) 433-2959

to discharge landfill wastewater by discharge pipe, thence into drainage ditches, thence into Maple Fork, thence into Bayou d'Inde in subsegment 030901 of the Calcasieu River Basin. Please read the entire permit very carefully to ensure that you thoroughly understand the conditions of the permit. Any future correspondence on this permit should reference the above listed Al number, as well as your permit number.

Your facility will be assessed an Annual Maintenance and Surveillance Fee in the amount of \$660.00, to be invoiced separately by the agency. Annual fee amounts are subject to adjustment at a later date by promulgation of changes in the Louisiana Administrative Code. Pursuant to LAC 33.IX.1309.I, LAC 33.IX.6509.A.1 and LAC 33.I.1701, you must pay any outstanding fees to the Department. Therefore, you are encouraged to verify your facility's fee status by contacting LDEQ's Office of Management and Finance, Financial Services Division at (225) 219-3863. Any outstanding fees must be remitted via a check to the Louisiana Department of Environmental Quality within thirty (30) days after the effective date of your permit. Failure to pay the full amount due in the manner and time prescribed could result in applicable enforcement actions as prescribed in the Environmental Quality Act, including, but not limited to revocation or suspension of the applicable permit, and/or a civil penalty against you.

RE: LAG780027; AI 84822; GEN20070001

PAGE: 2

The permittee shall be required to follow the Final Effluent Limitations and Monitoring Requirements in Part I, Section B, Schedule A, Page 6 of 15. The remainder of the schedules in Part I shall not apply to this facility.

In accordance with **Part I, Section C**, monitoring results shall be reported on a Discharge Monitoring Report (DMF) per the schedule(s) specified. A copy of the form to used is attached. Copies of DMRs should be sent to the Enforcement Division, Office of Environmental Compliance, Louisiana Department of Environmental Quality, P.O. Box 4312, Eaton Rouge, Louisiana 70821-4312.

The Department of Environmental Quality reserves the right to impose more stringent discharge limitations and/or additional restrictions in the future to maintain the water quality integrity and the designated uses of the receiving water bodies based upon additional TMDL's and/or water quality studies. The DEQ also reserves the right to modify or revoke and reissue this permit based upon any changes to established TMDL's for this discharge, or to accommodate for pollutant trading provisions in approved TMDL watersheds as necessary to achieve compliance with water quality standards.

To ensure that all correspondence regarding this facility is properly filed into the Department's Electronic Document Management System, you must reference your Agency Interest number Al 84822 and LPDES general permit authorization number LAG780027 on all future correspondence to this Department, including Discharge Monitoring Reports.

If you have any questions about the issuance of a general permit for this facility; please contact Mr. Eura DeHart, Ciffice of Environmental Services, Water Permits Division, at the address on the first page of this letter or telephone (225) 219-3092.

Sincerely.

Tom Killeen, Environmental Scientist Manager Municipal and General Water Permits Section

ed

Attachments (DMR, Permit Parts I-III and Appendices A-C, and Statement of Basis)

ec: Permit Compliance Unit

Office of Environmental Compliance

cc: IO-W

Gayle Denino
Office of Management and Finance

Eura DeHart Aimee Killeen Water Permits Division

Blaine Johnson Arabie Environmental Solutions, Inc. bjohnson@arabie-env.com

PERMITTEE NAMEJADDRESS (Include Facility Name/Location if different)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

					(61.6)		L						
NAME							l			1		L	٦
ADDRESS				PERMIT NUMBER	NABER			DISCHA	DISCHARGE NUMBER	<u>«</u>	Check Appropriate Box Major Facility Minor Facility		Mag, F #5
										į	-		
						MONITORING PERIOD	VG PER	00			Check here if No Oracharge		
FACILITY				YEAR	οM	OAY	-	YEAR	Q M	γ¥Ć			
LOCATION			- FROM				<u>. </u>				NOTE Read Instructions before completing that form	JO, Hogi Burispau	(
				(10-21)	(20-21) (27-23) (24-25)	(24.25)	<u> </u>	16-27	(16.05) (38.26) (16.35)	70.31)			
PARAMETER	<u> </u>	(3 Card Only) QUANTITY OR LOADING	JANTITY OR LO	ADING	-	(4 Card Only)		וטאנודיי טי	QUALITY OR CONCENTRATION	RATION	NO. FREQUENCY		SAMPLE TY

PARAMETER				•					_			
	_ /	13 Card Only) QUAN	QUANTITY OR LOADING		fa Card Ordy)	QUALITY OR CONCENTRATION	ENTRATION		ğ	S. FREGUENCY	-	SAMPLE TYPE
(36.36)	X	(46-53)	(19-95)		(38-63)	(46-53)	(54-61)		<u>ت</u>			
	7	AVERAGE	MAXIMUM	UNITS	MINIMIN	AVERAGE	MAXIMUM	1	UNITS (62-63)	63) (54-68)	(6)	102.691
	SAMPLE MEASUREMENT											
.	PERMIT REQUIREMENT											
	SAMPLE . MEASUREMENT]			
	PERMIT RECUIREMENT											
	SAMPLE											
1	PERMIT									_		
	SAMPLE MEASUREMENT	·								-		
	PERMIT REQUIREMENT											
	SAMPLE									-		ļ
1	PERMIT REQUIREMENT											
	SAMPLE MEASUREMENT	•										
	PERMIT REQUIREMENT	-										
	SAMPLE								_			
	PERMIT	•							_			
NAME OF THE PRINCIPAL EXECUTIVE OF FICE R	-	T CERVIEY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY ORBEINGEN OR SUBERVISION MACCORNEE WITH A MICHAEL OF CATHER AND	W THAT THIS DOCUMENT AND ALL ATTACHMENTS COTION OR SUPERVISION IN ACCORDANCE WITH A COMMENT OFFICE WITH A SUPERVISION OF THE PARTY OF T	NT AND ALL	ATTACHMENTS DANCE WITH A			16.1	TELEPHONE	-	DATE	ı
		STATE MEDICALD ASSAME HALF CONTINUED FRANCHING OF THE PERSON OR PRACTICE THE INSTRUMENT OF THE PERSON OF PERSONS WERE AND ANAMAGE HE SYSTEM, OF THOSE PERSONS DIRECTLY RESPONSIBLE FOR EATHER THE INSTRUMENT HE INSTRUMENT OF THOSE PERSONS DIRECTLY RESPONSIBLE FOR EATHER THE INSTRUMENT HE INSTRUMENT OF THE BEST OF THE	ITTEO BY THE PERSON OF THE PER	NOURY OF THE MS DIRECTLY SMITTED IS, TO	HE PERSON OF RESPONSIBLE O THE BEST OF							
TYPED OR PRINTED	THERE ARE SE	MY KNOWLEDGE AND BELLEF, TRUE, ACCURATE, AND COUPLETE. HA A MARRE THAT THERE ARE SIGHTELAN TO PENALTIES FOR SUBMITTING FASE INFORMATION. INCLUDING THE POSSIBILITY OF PIRE AND IMPRISOMERY FOR WOMING WORKING WORKING.	ACCURATE, AND COM FOR SUBMITTING FALS DAIMENT FOR KNOWING	PLETE. I AV SEINFORWATI SYNOLATIONS		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	L EXECUTIVE ZED AGENT	CODE	NUMBER	YEAR	o P	740

Computer Reproduction EPA Form 3320-1

ŏ

!



OFFICE OF ENVIRONMENTAL SERVICES

Water Discharge Permit

MASTER GENERAL PERMIT NUMBER LAG780000

CONSTRUCTION/DEMOLITION DEBRIS AND WOODWASTE LANDFILLS

Pursuant to the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), and the Louisiana Environmental Quality Act, as amended (La. R. S. 30:2003; et seq.), rules and regulations effective or promulgated under the authority of said Acts, this Louisiana Pollutant Discharge Elimination System (LPDES) General Permit is issued. This permit authorizes persons who meet the requirements of Part I.A herein and who have been approved by this Office to discharge to waters of the State waste water as described in Part I.A., from construction/demolition debris and woodwaste landfills in accordance with effluent limitations, monitoring requirements, and other conditions set forth in Parts I, II, and III of this permit.

This permit shall become effective on $(\bigcirc((\bigcirc))$

This permit and the authorization to discharge shall expire five (5) years from the effective date of the permit.

Issued on

...

Chuck Carr Brown, Ph.D.

10/1/6

Assistant Secretary

PART I Page 2 of 15 LAG780000/AI86162

PART I

SECTION A. APPLICABILITY

All persons operating a source or conducting an activity that results in the discharge of construction/demolition debris and woodwaste landfill wastewater (including, but not limited to, cell dewatering wastewater, vehicle wash water, and construction/demolition and woodwaste storm water), maintenance and repair shop floor washwater, treated sanitary wastewater, and/or non-contact storm water as described below are eligible for coverage under this general permit and will become permittees authorized to discharge upon written notification by this Office of coverage under this general permit. Notice of Intent (NOI) to be covered under this general permit shall be made using form C&D-G or an approved equivalent form which may be obtained by calling (225) 219-3181 or via the Department of Environmental Quality web site at www.deq.louisiana.gov. Existing facilities not previously covered under an individual or general permit for construction and demolition landfills and proposed facilities must submit an NOI. Proposed facilities desiring coverage under this permit must submit an NOI at least ninety (90) days prior to the anticipated commencement of a discharge. Existing facilities not previously covered under an individual or general permit for a construction and demolition landfill and proposed facilities shall submit proof of public notice indicating their intent to be covered under this general permit within sixty (60) days after the NOI seeking coverage is determined administratively complete. (Existing facilities with a valid individual or general LPDES permit which covers these discharges are not required to public notice their intent to seek coverage under this permit since the individual permit has already been public noticed.) The public notice shall be publish in the local newspaper, or in the absence of a local newspaper, a newspaper of general circulation at that location, a public notice using the format included in the NOI, announcing the intent to seek coverage under the general permit. An affidavit proving publication along with a copy of the public notice and the date of publication shall be provided to this Office by the applicant. If the applicant does not public notice the intent to seek coverage under this permit and submit proof of publication within sixty (60) days of administrative approval of the NOI by this Office, the NOI will be considered withdrawn by the applicant and authorization to discharge will not be granted unless a new NOI and proof of publication are submitted. Any permittee covered by an individual permit may request that the individual permit be canceled if the permitted source or activity is also eligible for coverage by this general permit; upon notification of coverage by this LPDES permit, the individual permit will automatically be canceled.

Dischargers who are currently permitted under the current LPDES version of this permit that expires on August 31, 2006, are not required to submit a new NOI. These permitted dischargers will be extended coverage under the reissued LPDES permit; notification of coverage and a copy of the permit will be sent to each permittee after permit finalization. Per LAC 33:IX.2701.H. and LAC 33:IX.2903.A.1, the permittee shall notify this Office of changes in facility operations from that of the previous permit. Changes resulting in facility alterations must be submitted on a new NOI. This NOI must be public noticed as described in the preceding paragraph.

PART | Page 3 of 15 LAG780000/AJ86162

1. Facilities covered by this general permit include:

Construction debris defined in LAC 33:VII.115 and woodwaste landfills (see Permit Part II.A.3 and A.28), regulated under LAC 33:VII.D.721 and listed under SIC code 4953, that receive non-hazardous waste generally considered not water-soluble, including but not limited to metal, concrete, brick, asphalt, roofing materials (shingles, sheet rock, plaster), or lumber from a construction or demolition project.

- 2. This General Permit shall not apply to:
 - a. facilities that receive construction debris materials containing friable asbestos, white goods, furniture, trash, or treated lumber. The admixture of construction and demolition debris with more than five percent by volume of paper associated with such debris or any other type of solid waste (excluding woodwaste or yard waste) will result in a classification as other than construction/demolition debris by this Office,
 - b. facilities which discharge process wastewater and storm water into a municipal treatment system if the municipality has agreed to allow the facility to discharge into the municipal treatment system,
 - c. facilities which receive wastewater generated off-site of a landfill facility, including wastewater generated off-site from washing vehicles or from waste transfer stations,
 - d. landfills operated in conjunction with Centralized Waste Treatment (CWT) facilities subject to 40 CFR Part 437 if the CWT facility commingles the landfill wastewater with other non-landfill wastewater for discharge. A C&D landfill directly associated with a CWT facility is covered by this permit if the CWT facility discharges the C&D landfill wastewater separately from other CWT wastewater or commingles the wastewater from this landfill only with wastewater from other C&D landfills,
 - e. wastewater discharges from land application sites or land treatment units, surface impoundments, underground injection wells, waste piles, salt dome formations, salt bed formations, underground mines or caves as these terms are defined in 40 CFR 257.2 and 260.10.
 - f. discharges of contaminated ground water or wastewater from recovery pumping wells,

PART I Page 4 of 15 LAG780000/AI86162

- g. facilities which have limits assigned to them in the Louisiana Water Quality
 Management Plan or an approved Waste Load Allocation that are different
 from those in this permit, or
- h. discharges at operations classed as new sources or new dischargers, if the discharge will cause or contribute to the violation of water quality standards (LAC 33:IX.2317.A.9),
- discharges which adversely affect properties listed or eligible for listing in the National Register of Historic Places, unless they are in compliance with requirements of the National Historic Preservation Act and any necessary activities to avoid or minimize impacts have been coordinated with the Louisiana State Historic Preservation Officer (for questions, the operator should contact the Section 106 Review Coordinator, Office of Cultural Development, P.O. Box 44247, Baton Rouge, LA 70804-4247 or telephone (225) 342-8170),
- j. discharges of wastewater determined by this Office to present an environmental risk or potential risk of discharging pollutants other than those intended to be regulated by this permit,
- k. discharges which cause or contribute to the violation of a state water quality standard,
- discharges to waterbodies that are designated as outstanding natural resource waterbodies.
- This general permit may not apply to:
 - a. facilities in significant non-compliance with a previously issued individual permit,
 - b. facilities which have previously been in violation of state water quality regulations, or
 - c. facilities which are located in an environmentally sensitive area.

This Office reserves the right to issue these facilities an individual industrial permit with more appropriate limitations and conditions.

PART J Page 5 of 15 LAG780000/A186162

SECTION B. EFFLUENT LIMITATIONS

During the period beginning with the written notification of coverage under this permit and lasting through the expiration date of this general permit, all permittees covered under this general permit are authorized to discharge landfill wastewater, maintenance and repair shop wastewater, storm water, and treated sanitary wastewater from their facilities as specified in Appendix A attached to this permit and in accordance with the limitations on the following pages.

PART 1 Page 6 of 15 LAG780000/AI86162

SCHEDULE A: EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR DISCHARGES OF LANDFILL WASTEWATER FROM A CONSTRUCTION/DEMOLITION DEBRIS AND WOODWASTE LANDFILL

The permittee should refer to Appendix A to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitations page(s) that applies to each outfall.

	Limi	harge tations	Monito Require	•
Effluent Characteristics	Monthly Average	Daily Maximum	Measurement Frequency ²	Sample Type
Flow – MGD	Report	Report	1/month	Measure
TSS	27 mg/l	88 mg/l	1/month	Grab
BOD ₅ ³	37 mg/l	140 mg/L	1/month	Grab
Ammonia	4.9 mg/l	10 mg/l	1/month	Grab
Alpha Terpineol	0.016 mg/l	0.033 mg/l	1/month	Grab
Benzoic Acid	0.071 mg/l	0.12 mg/l	1/month	Grab
p-Cresol	0.014 mg/l	0.025 mg/l	1/month	Grab
Phenol	0.015 mg/l	0.026 mg/l	1/month	Grab
Zinc (Total)	0.11 mg/l	0.20 mg/l	1/month	Grab
pH - Allowable Range (Standard Units)	6.0 (Minimum)	9.0 (Maximum)	1/month	Grab

Including, but not limited to, cell dewatering wastewater, contaminated storm water and vehicle wash water, see Storm Water Provisions, Part II.P, and definition, Part II.A.11.

When discharging.

If this discharge is into a stream that is impaired for dissolved oxygen, a 10 mg/l monthly average and 15 mg/l daily maximum may be required. Instructions will be given in the cover letter if this more stringent BOD₅ applies.

PART I Page 7 of 15 LAG780000/A186162

SCHEDULE A (continued)

There shall be no discharge of floating solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Permit Part III.A.13) or flow augmentation (LAC 33:IX.2469.F) to achieve effluent concentration limitations is prohibited.

Samples taken in compliance with monitoring requirements specified above shall be taken at the following location:

SCHEDULE B: EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR DISCHARGES OF MAINTENANCE AND REPAIR SHOP WASTEWATER

The permittee should refer to Appendix A to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitations page(s) that applies to each outfall.

		harge lations	Monito Require	
Effluent Characteristics	Monthly Average	Daily Maximum	Measurement Frequency 1	Sample Type
Flow - (MGD)	Report	Report	1/3month	Estimate
TSS		45 mg/L	1/3 months	Grab
Oil & Grease ²	****	15 mg/L	1/3 months	Grab
COD	200 mg/l	300 mg/l	1/3 months	Grab
pH – allowable range (standard units)	6.0 (minimum)	9.0 (maximum)	1/3 months	Grab
Soaps & detergents	Report ³		1/3 months	Inventory Calculation
Visible Sheen		No Presence	Daily	Observation

- When discharging.
- ² Hexane extraction method 1664A or 5520B required.
- Each type of soap and/or detergent shall be listed separately on the Discharge Monitoring Report (DMR) along with the total amount of each used during the monthly period. Additionally, a Material Safety Data Sheet (MSDS) for each material used shall be submitted with this DMR.

There shall be no discharge of floating solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Permit Part III.A.13) or flow augmentation (LAC 33:IX.2469.F) to achieve effluent concentration limitations is prohibited.

PART 1 Page 9 of 15 LAG780000/AI86162

SCHEDULE B (continued)

Samples taken in compliance with monitoring requirements specified above shall be taken at the following location:

SCHEDULE C: EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR DISCHARGES OF

TREATED SANITARY WASTEWATER UNDER 5,000 GPD

The permittee should refer to Appendix A to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation page(s) that applies to each outfall.

Effluent Characteristics		harge ations	Monito Require	
	Monthly Average	Weekly Average	Measurement Frequency 1	Sample Type
Flow – GPD	Report	Réport	1/6 months	Estimate
Total Suspended Solids ²	30 mg/l	45 mg/L	1/6 months	Grab
BOD ₅	30 mg/l	45 mg/L	1/6 months	Gràb
Fecal Coliform 3,4 Colonies/100 ml		400	1/6 months	Grab
pH - Allowable Range (Standard Units)	6.0 (Minimum)	9.0 (Maximum)	1/6 months	Grab

- When discharging.
- For an oxidation pond treatment unit the Weekly Average is 135 mg/L.
- If chlorination is chosen as a disinfection method, see Part II, Section N.
- If this discharge is located in an oyster propagation area, the fecal coliform limitation will be 43 colonies/100 ml Weekly Average. Instructions will be given in the cover letter of this permit if this more stringent fecal coliform limitation is required.

Sanitary wastewater will not be reported as a combined outfall. It shall be monitored at the point of discharge from the treatment unit prior to mixing with any other water.

There shall be no discharge of floating solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage.

Samples taken in compliance with monitoring requirements specified above shall be taken at the following location:

SCHEDULE D: EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR NON-CONTACT STORM WATER DISCHARGES FROM A CONSTRUCTION/DEMOLITION DEBRIS AND WOODWASTE LANDFILL

The permittee should refer to Appendix A to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitations page(s) that applies to each outfall.

		harge tations	Monito Requires	
Effluent Characteristics	Monthly Average	Daily Maximum	Measurement Frequency ²	Sample Type
Flow - (MGD)	Report	Report	l/month	Estimate
тос	****	50 mg/L	1/3 months	Grab
Oil & Grease 3		15 mg/L	1/3 months	Grab
TSS		100 mg/l	1/3 months	Grab
Iron, Total Recoverable	****	1.0 mg/l	1/3 months	Grab

- Includes storm water runoff from the cap and intermediate, daily, and final covers; see Storm Water Provisions, Part II.P, and definition, Part II.A.14.
- When discharging.
- ³ Hexane extraction method 1664A or 5520B required.

There shall be no discharge of floating solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Permit Part III.A.13) or flow augmentation (LAC 33:IX.2469.F) to achieve effluent concentration limitations is prohibited.

Samples taken in compliance with monitoring requirements specified above shall be taken at the following location:

SCHEDULE E: EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR DISCHARGES OF TREATED SANITARY WASTEWATER UNDER 5,000 GPD

Schedule E will apply to facilities which have been assigned the specific limitations listed in the final effluent limitations in a finalized TMDL. Additionally, this Office may, on a case-by-case basis, require monitoring under Schedule E to address a 303(d) impairment without a finalized TMDL.

The permittee should refer to Appendix A to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation page(s) that applies to each outfall.

Effluent Characteristics	Disci Limit	narge ations	Monito Require	
	Monthly Average	Weekly Average	Measurement Frequency 1	Sample Type
Flow – GPD	Report	Report	1/6 months	Estimate
Total Suspended Solids	15 mg/l	23 mg/L	1/6 months	Grab
BOD ₅	10 mg/l	15 mg/L	1/6 months	Grab
Fecal Coliform ^{2,3} Colonies/100 ml		400	1/6 months	Grab
pH - Allowable Range (Standard Units)	6.0 (Minimum)	9.0 (Maximum)	1/6 months	Grab

- When discharging.
- If chlorination is chosen as a disinfection method, see Part II, Section N.
- If this discharge is located in an oyster propagation area, the fecal coliform limitation will be 43 colonies/100 ml Weekly Average. Instructions will be given in the cover letter of this permit if this more stringent fecal coliform limitation is required.

Sanitary wastewater will not be reported as a combined outfall. It shall be monitored at the point of discharge from the treatment unit prior to mixing with any other water.

PART I Page 13 of 15 LAG780000/AI86162

SCHEDULE E. (continued)

There shall be no discharge of floating solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage.

Samples taken in compliance with monitoring requirements specified above shall be taken at the following location:

PART ! Page 14 of 15 LAG780000/A186162

SECTION C. MONITORING AND REPORTING REQUIREMENTS

- Monitoring results must be conducted according to test procedures approved under 40 CFR Part 136.
- 2. For discharges covered under Schedule A, B, C, and E of this permit, samples shall be taken at the monitoring points specified in Appendix A of this permit, and unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water, or substance. Schedule D discharges (non-contaminated storm water) shall be monitored in accordance with the provisions of Part II.P.
- 3. All samples collected from storm water discharge outfalls shall be grab samples collected from a storm event with at least 0.1 inch of precipitation (defined as a "measurable" event), provided the interval from the preceding measurable storm is at least 72 hours. The 72-hour storm interval is waived when the preceding measurable storm did not yield a measurable discharge, or if you are able to document that less than a 72-hour interval is representative for local storm events during the sampling period. Samples shall be collected during the first 30 minutes of the discharge during normal operating hours. If it is not practicable to take the sample during the first 30 minutes, sample during the first hour of discharge and describe why a grab sample during the first 30 minutes was impracticable.
- 4. Provisions must be made to allow for obtaining representative samples of the discharges.
- 5. Proper sampling techniques shall be used to ensure that analytical results are representative of pollutants in the discharge.
- 6. If a discharge is found to be in violation of specified limits, the permittee will be subject to enforcement action, including civil penalties, and may be required to obtain an individual permit.
- 7. All monitoring records must be retained for a period of at least three (3) years from the date of the sample measurements. The permittee shall make available to this Office, upon request, copies of all monitoring data required by this permit.

Records of monitoring information shall include:

- a. The date, exact place, and time of sampling or measuring;
- b. The individual(s) who performed the sampling or measurements;
- c. The date(s) and time(s) analyses were begun;
- d. The individual(s) who performed the analyses;
- e. The analytical techniques or methods used;
- f. The results of such analyses; and
- g. The results of all Quality Control procedures.

PART I Page 15 of 15 LAG780000/A186162

8. Monitoring results must be reported on a Discharge Monitoring Report (DMR) form (EPA No. 3320-1 or an approved substitute). If there is a no discharge event at the monitored outfall(s) during the sampling period, write "No Discharge" in the upper right corner of the Discharge Monitoring Report.

Monitoring results for each Monitoring Frequency period (1/month, 1/3 months, etc.) shall be summarized on a Discharge Monitoring Report (DMR) Form per outfall for each reporting period (one DMR Form per month for sampling frequencies less than or equal to once per month, or one DMR Form per quarter for quarterly sampling frequencies) and submitted to this Office on a quarterly basis. For outfall(s) with semiannual monitoring frequencies, DMR(s) must be submitted to this Office once every six months. If more than one sample is obtained during the prescribed Measurement Frequency period, the results are averaged and reported on the DMR. DMR General Instruction Number 5 defines "Average" as the arithmetic average (geometric average for bacterial parameters) of all sample measurements for each parameter obtained during the "Monitoring Period". Monitoring results obtained for a 1/month measurement frequency shall be summarized on a DMR for each month but submitted quarterly. The schedules for quarterly, semiannual and annual DMR submission are as follows.

Quarterly Submission

Monitoring Period	DMR Due
January, February, March	April 28th
April, May, June	July 28th
July, August, September	October 28th
October, November, December	January 28th

Semiannual Submission

Monitoring Period	DMR Due
January-June	July 28th
July-December	January 28th

Annual Submission

Monitoring Period	DMR Due
January-December	January 28th

In accordance with LAC 33:IX.2333.B, DMR's must be signed and certified by an authorized person. Discharge Monitoring Reports and all other reports required by this Office shall be submitted to the Permit Compliance Unit of the Office of Environmental Compliance at the following address.

Office of Environmental Compliance Department of Environmental Quality Post Office Box 4312 Baton Rouge, LA 70821-4312 Attention: Permit Compliance Unit

PART II OTHER REQUIREMENTS

The Permittee must comply with all applicable provisions of the Louisiana Water Quality Regulations including all of the standard conditions found in LAC 33:1X.2355. This Office has established the following definitions and requirements in accordance with those regulations. The definition of other terms may be found in the Louisiana Water Quality Regulations (LAC 33:1X.2313).

SECTION A. DEFINITIONS

- 1. <u>Act</u>: means Act 449 of the 1979 Louisiana Legislature which established Section 2001, et seq. of Title 30 of the Louisiana Revised Statutes of 1950 and any subsequent amendment to these Sections.
- 2. <u>Activity</u>: means any conduct, operation or process which causes or may cause the discharge of pollutants into the waters of the state.
- 3. <u>Construction/Demolition (C&D) Debris</u>: nonhazardous waste generally considered not water-soluble that is produced in the process of construction, remodeling, repair, renovation, or demolition of structures, including buildings of all types (both residential and nonresidential). Solid waste that is not C&D debris (even if resulting from the construction, remodeling, repair renovation, or demolition of structures) includes, but is not limited to, regulated asbestos containing material (RACM) as defined in LAC 33:III.5151.B, white goods, creosote, treated lumber, and any other item not an integral part of the structure.
- 4. <u>Contaminated Storm Water</u>: means storm water which comes in direct contact with landfill wastes, the waste handling and treatment areas, or landfill wastewater as defined below in item number 11. Some specific areas of a landfill that may produce contaminated storm water include (but are not limited to): the open face of an active landfill with exposed waste (no cover added); the areas around wastewater treatment operations; trucks, equipment or machinery that has been in direct contact with the waste; and waste dumping areas.
- 5. <u>Daily Discharge</u>: means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the sampling day.
- 6. <u>Daily Maximum Discharge Limitation</u>: means the highest allowable "daily discharge" during the calendar month.
- 7. <u>Facility</u>: means a pollution source, or any public or private property or site and all contiguous land and structures, other appurtenances and improvements, where any activity is conducted which discharges or may result in the discharge of pollutants into waters of the state.

- 8. <u>Fecal coliform</u>: means a gram negative, non-spore forming, rod-shaped bacteria found in the intestinal tract of warm-blooded animals.
- 9. <u>Friable Asbestos Containing Material:</u> any material containing more than 1 percent asbestos as determined by using the method specified in Appendix A, Subpart F, 40 CFR, Part 763, Section 1, Polarized Light Microscopy that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM, or equivalent EPA approved estimation technique, or assume the amount to be greater than one percent and treat the material as asbestos-containing material.
- 10. <u>Landfill</u>: means a facility for the disposal of solid waste, other than landfarm(s) or surface impoundment(s), that disposes of solid waste by placing it on or into the land surface and usually also compacting and covering with suitable cover material to a depth and at a frequency sufficient to control disease vectors and odors and in a manner that protects human health and the environment.
- 11. Landfill Wastewater: means all wastewater associated with, or produced by, landfilling activities except for sanitary wastewater, non-contaminated storm water, contaminated ground water, and wastewater from recovery pumping wells. Landfill wastewater includes, but is not limited to leachate, gas collection condensate, drained free liquids, laboratory derived wastewater, contaminated storm water and contact wastewater from washing truck, equipment, and railcar exteriors and surface areas which have come in direct contact with solid waste at the landfill facility. (40 CFR 445.2)
- 12. <u>mg/L</u>: means milligrams per liter or parts per million.
- 13. Monthly Average: other than for fecal coliform bacteria, discharge limitations means the highest allowable average of "daily discharge(s)" over a calendar month, calculated as the sum of all "daily discharge(s)" measured during a calendar month divided by the number of "daily discharge(s)" measured during that month. When the permit establishes monthly average concentration effluent limitations or conditions, and flow is measured as continuous record or with a totalizer, the monthly average concentration means the arithmetic average (weighted by flow) of all "daily discharge(s)" of concentration determined during the calendar month where C = daily discharge concentration, F = daily flow and n = number of daily samples; monthly average discharge =

$$C_1F_1+C_2F_2+...=C_nF_n$$

$$F_1+F_2+...+F_n$$

When the permit establishes monthly average concentration effluent limitataions or conditions, and the flow is not measured as a continuous record, then the monthly average concentration means the arithmetic average of all "daily discharge(s)" of concentration determined during the calendar month.

The monthly average for fecal coliform bacteria is the geometric mean of the values for all effluent samples collected during a calendar month.

- 14. Non-contaminated Storm Water: means storm water which does not come in direct contact with landfill wastes, the waste handling and treatment areas, or landfill wastewater as defined above in item number 11. Non-contaminated storm water includes storm water which flows off the cap, cover, intermediate cover, daily cover, and/or final cover of the landfill. (40 CFF, 445.2)
- 15. <u>Non-friable asbestos:</u> any material containing more than one percent asbestos as determined by using the method specified in Appendix a, Subpart F, 40 CFR, Part 763, Section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- 16. Office: means the Office of Environmental Services within the Department of Environmental Quality.
- 17. Pollution Prevention Plan (PPP): means a written plan on the order of the Storm Water Pollution Prevention Plan (SWP3) as described in EPA document 832-R-92-006 (Storm Water Management for Industrial Activities). This EPA document may be obtained by writing to the U.S. Environmental Protection Agency, Office of Water Resources (WH-556), 401 M Street, S.W., Washington D.C., 20460 or by calling (202) 260-7786. The PPP should detail the housekeeping practices carried out at the facility on a regular basis to prevent or reduce pollution to the receiving stream from storm water runoff and process wastewater discharges.
- 18. <u>Process Wastewater</u>: means any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product. Process wastewater may include interior or exterior washing of plant trucks or product receptacles.
- Sanitary Wastewater: means treated or untreated wastewaters which contain human metabolic and domestic wastes.
- 20. <u>Spill Prevention and Control (SPC or SPCC) Plan</u>: means a written plan as required under LAC 33:IX. Chapter 9, detailing "contingency planning and implementation of operating procedures and best management practices to prevent and control the discharge of pollutants resulting from spill events".
- 21. <u>Standard Methods</u>: means <u>Standard Methods for the Examination of Water and Wastewater</u>, American Public Health Association, Washington, DC.
- Storm Water Runoff: means aqueous surface runoff including any soluble or suspended material mobilized by naturally occurring precipitation events.
- Total Suspended Solids (TSS): means the amount of solid material suspended in water commonly expressed as a concentration in terms of mg/L.
- 24. <u>Unauthorized Discharge</u>: means a continuous, intermittent or one-time discharge, whether intentional, anticipated, or unanticipated, from any source, permitted or unpermitted, which is in contravention of any provision of the Act or of any permit terms and conditions, or of any applicable regulation, compliance schedule, variance or exception of the administrative authority.

- 25. Waters of the State: means all surface waters within the state of Louisiana and, on the coastline of Louisiana and the Gulf of Mexico, all surface waters extending therefrom three miles into the Gulf of Mexico. For purposes of the Louisiana Pollutant Discharge Elimination System, this includes all surface waters which are subject to the ebb and flow of the tide, lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, natural ponds, impoundments of waters within the state of Louisiana otherwise defined as "waters of the United States" in 40 CFR 122.2 and tributaries of all such waters. "Waters of the state" does not include waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the Clean Water Act, 33 U.S.C. 1251 et seq.
- 26. <u>Weekly Average</u>: other than for fecal coliform bacteria, is the highest allowable arithmetic mean of the "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week. The weekly average for fecal coliform bacteria is the geometric mean of the "daily discharges" over a calendar week.
- 27. <u>White Goods</u>: means discarded domestic and commercial appliances, such as refrigerators, ranges, washers, and water heaters.
- 28. <u>Woodwaste</u>: yard trash and types of waste typically generated by land and right-of-way clearing operations, sawmills, plywood mills, and woodyards associated with the lumber and paper industry, such as wood residue, cutoffs, wood chips, sawdust, wood shavings, bark, wood refuse, wood-fired boiler ash, and plywood or other bonded material that contains only polyurethane, phenolic-based glues or other glues that are approved specifically by the administrative authority. Uncontaminated, un-treated or un-painted lumber or wooden pallets are considered woodwaste under this definition.
- Yard Trash: means vegetative matter resulting from landscaping, maintenance, or land-clearing operations, including tree and shrubbery leaves and limbs, grass clippings, and flowers (LAC 33:VII.115).
- 30. <u>25-Year, 24-Hour Precipitation Event</u>: means the maximum 24-hour precipitation event with the probable recurrence interval of once in twenty-five years as defined by the National Weather Service and Technical Paper No. 40, "Rainfall Frequency Atlas of the U.S.", May 1961, or equivalent regional or rainfall probability information developed therefrom.

SECTION B. COMPLIANCE SCHEDULE

The permittee shall achieve compliance with the effluent limitations and monitoring requirements specified herein on the date of authorization of coverage under this general permit. If a discharge is found to be in violation of specific limits, the permittee will be subject to enforcement action, including civil penalties, and may be required to obtain an individual permit.

PART II Page 5 of 21 LAG780000/AI86162

SECTION C. STATE WATER QUALITY STANDARDS

LAC 33:1X.1113 describes numerical and general criteria that apply to all water bodies of the State. Criteria are elements of the water quality which set limitations on the permissible amounts of a substance or other characteristics of state waters. The General Criteria, as described in the Louisiana Administrative Code, limit discharges to maintain aesthetics, color, turbidity, the biologic and aquatic community integrity, and many other elements in the receiving waterbody. Any discharge from an activity or condition that causes non-compliance with the General or Numerical Criteria is not authorized under this permit.

To comply with the requirements of LAC 33:IX.2317.A.9, this permit does not authorize any discharge from a facility which is classed as a new source or new discharge, as defined at LAC33:IX.2313, if the discharge will cause or contribute to the violation of water quality standards.

Discharges from facilities permitted under LPDES general permits typically consist of low volume flows, and discharges that are intermittent in nature. This general permit is applicable to very specific types of facilities and allows very limited types of discharges that specifically occur at construction/demolition debris and woodwaste (C&D) landfills that are eligible for coverage under this permit. The effluent limitations and other conditions are determined to be sufficient to assure protection to state waters. New source discharges or new discharges of wastewater from a facility whose discharges are in compliance with the general permit requirements should not adversely impact water quality of 303(d) listed impaired water bodies nor should they cause or contribute to the violation of state water quality standards in receiving water bodies throughout the State, including 303(d) listed impaired water bodies.

Discharges from C&D landfills which are authorized under this general permit will not negatively impact the water quality of receiving streams because permitted facilities are required to be in compliance with the general permit requirements immediately upon coverage by the permit. In accordance with Part II.E, and II.J measures can be taken by the permitting authority to prohibit any discharge that is not protective of state water quality standards.

PART II Page 6 of 21 LAG780000/AI86162

SECTION D. CHANGE IN STATUS

Prior written authorization from the Office of Environmental Services is required to discharge wastewater from the facility if the landfill contents become more than five (5) percent by volume of paper associated with construction and/or demolition projects or any other type of solid waste (excluding woodwaste or yard waste). Written authorization is also required to discharge wastewater if this Office deems it necessary to reclassify the site as other than a Type III landfill (construction/demolition debris and woodwaste).

SECTION: E. PERMIT: REOPENER: CLAUSE

This permit may be modified, revoked and reissued, or terminated for cause in accordance with LAC 33:1X:2903, 2907, and 6509. The filing of a request for a permit, modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. This Office reserves the right to reopen and modify this permit to conform with those standards necessary to maintain the water quality in order to support designated uses of the receiving water bodies.

SECTION F. PERMIT PROHIBITION

Residential, commercial, or industrial waste, other than construction debris, <u>must not</u> be disposed of at this facility as per LAC 33 VII 115. The receipt of hazardous waste shall be strictly prohibited and prevented at this facility as per LAC 33 VII 721.C.1.

SECTION G. FLOOD EVENTS

Levee walls must be engineered to withstand a 100-year flood event (to prevent inundation of the landfill by flood waters) and sustain adequate freeboard as per LAC 33:VII.721.A.3.a. Additionally, enough freeboard must be maintained inside the landfill to prevent overflow during a 25-year, 24-hour precipitation event.

SECTION H. FACILITY CHANGES

The authorization to discharge in accordance with this general permit may be terminated at the discretion of this Office if a change or alteration of the permitted facility, or process(es), occurs that affects or has the potential to affect the discharge rate or composition of the effluent. Prior to any such change in the discharge rate or composition of effluent from an outfall covered by this general permit, the permittee must submit written notification to this Office and receive from this Office authorization to discharge at that changed rate or composition.

PART II Page 7 of 21 LAG780000/A186162

SECTION I. EXTENDED COVERAGE

Should this permit expire before it is reissued, this Office will administratively extend the authorizations to discharge under the permit until such time that a new permit is effective and coverage under the new permit has been extended to the permittee.

SECTION J. TERMINATION OF AUTHORIZATION TO DISCHARGE

This Office reserves the right to revoke the authorization to discharge in accordance with this general permit as it applies to any person and/or require such person to apply for and obtain an individual permit if:

- 1. the covered source or activity is a significant contributor to pollution or creates other environmental problems;
- 2. the permittee is not in compliance with the terms and conditions of this general permit;
- 3. conditions or standards have changed so that the source or activity no longer qualifies for this general permit; or
- 4. the discharge limitations contained in this permit are not in accordance with the Water Quality Management Plan.

SECTION K. COMBINED OUTFALLS

Appendix A of this permit indicates the effluent limitations schedule that applies to each outfall. Non-contact storwmater outfalls may not be combined with other wastestreams. Combining landfill wastewater with non-contact stormwater is considered dilution and prohibited by this permit. Likewise, sanitary wastewater shall not be reported as a combined outfall. It shall be monitored at the point of discharge from the treatment unit and prior to mixing with any other water. Only like wastestreams can be commingled under this permit.

SECTION L. PROPERTY RIGHTS

Authorization to discharge pursuant to the conditions of this permit does not relieve the permittee of any liability for damages to state waters or private property. For discharges to private land, the permit does not relieve the permittee from obtaining proper approval from the landowner for appropriate easements and rights of way.

SECTION M. REMOVED SUBSTANCES

Solids, sludges, biosolids, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be properly disposed of in compliance with applicable state laws, regulations, and permit requirements, and in a manner such as to prevent any pollutant from such materials from entering the waters of the state. The permittee may need to contact the Waste Permits Section of the Office of Environmental Services, Permits Division, at (225) 219-3181, for information on regulations and permits to dispose of this material.

SECTION N. SANITARY DISCHARGE

Future water quality studies may indicate potential toxicity from the presence of residual chlorine in the treatment facility's effluent. Therefore, the permittee is hereby advised that a future Total Residual Chlorine Limit may be required if chlorine is used as a method of disinfection. In many cases, this becomes a NOMEASURABLE Total Residual Chlorine Limit. If such a limit were imposed, the permittee would be required to provide for dechlorination of the effluent prior to discharge. Please be aware, concentrations of Total Residual Chlorine above 0.01 mg/L can cause or contribute to significant toxicity in receiving streams and biomonitoring testing. It is the permittee's responsibility to assure that no Total Residual Chlorine remains in the effluent after dechlorination in order to prevent toxicity in the receiving stream.

The Department of Environmental Quality reserves the right to impose more stringent discharge limitations and/or additional restrictions in the future to maintain water quality integrity and the designated uses of the receiving water bodies based upon water quality studies. These studies may indicate the need for more advanced wastewater treatment. Studies of some dischargers and receiving water bodies have resulted in monthly average effluent limitations of 5 mg/l CBOD₅ and 2 mg/l NH₃-N. Therefore, prior to upgrading or expanding this facility, the permittee should contact the Department to determine the status of the work being done to establish future effluent limitations and additional permit conditions.

SECTION O. ACCEPTANCE OF EXPANDED C&D WASTE

The Department has the authority to issue Emergency and Administrative Orders as a result of a natural disaster such as hurricanes, floods, etc. Such an order may authorize the disposal of material not included in the definition of construction/demolition debris included in Section A. Definitions. The permittee should be aware that any facility accepting additional material, or expanded waste as outlined in an Emergency and Administrative Order, may be subject to additional effluent limitations and monitoring requirements as part of the Order.

SECTION P. STORM WATER PROVISIONS

1. STORM WATER POLLUTION PREVENTION PLANS

a. Storm Water Pollution Prevention Plans Requirements

A storm water pollution prevention plan (SWPPP) for the facility must be prepared and implemented prior to the commencement of storm water discharges. Copies of the plan should not be submitted to this Office unless specifically requested by the Agency. Your SWPPP must be prepared in accordance with good engineering practices. EPA has developed guidance entitled "Storm Water Management for Industrial Activities: Developing Pollution Prevention Plans and Best Management Practices," EPA #832/R-92-006, September 1992, to assist permittees in developing and implementing pollution prevention measures. A printed hard copy may be obtained by contacting EPA's Water Resource Center at phone (202) 260-7786 or email center water-resource@epa.gov. Use of a registered professional engineer for SWPPP preparation is not required by the permit, but may be independently required under state law and/or local ordinance. Your SWPPP must:

identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges from your facility;

identify the structural, non-structural and other controls which you will use to reduce the pollutants in storm water discharges from the facility; and

assure compliance with the terms and conditions of this permit.

b. Contents of Plan

i. Pollution Prevention Team

You must identify the staff individual(s) (by name or title) that comprise the facility's storm water Pollution Prevention Team. Your Pollution Prevention Team is responsible for assisting the facility/plant manager in developing, implementing, maintaining and revising the facility's SWPPP. Responsibilities of each staff individual on the team must be listed.

ii. Site Description

Your storm water pollution prevention plan (SWPPP) must include the following.

Activities at Facility. Description of the nature of the industrial activity(ies) at your facility;

General Location Map. A general location map (e.g., U.S.G.S. quadrangle, or other map) with enough detail to identify the location of your facility and the receiving waters within one mile of the facility;

PART II Page 10 of 21 LAG780000/A186162

A legible site map identifying the following:

directions of storm water flow (e.g., use arrows to show which ways storm water will flow);

locations of all existing structural BMPs, see Section 1.b.vii below;

locations of all surface water bodies;

locations of potential pollutant sources identified below under Section 1.b.iv and where significant materials are exposed to precipitation;

locations where major spills or leaks identified below under Section 1.b.v have occurred;

locations of the following activities where such activities are exposed to precipitation: fueling stations, vehicle and equipment maintenance and/or cleaning areas, locations used for the treatment, storage or disposal of wastes, and liquid storage tanks;

locations of active and closed landfill cells or trenches;

locations of active and closed land application areas;

locations where open dumping is occurring or has occurred;

locations of any known leachate springs or other areas where uncontrolled leachate may commingle with runoff;

locations of storm water outfalls and an approximate outline of the area draining to each outfall;

location and description of non-storm water discharges;

locations of the following activities where such activities are exposed to precipitation: processing and storage areas; access roads, rail cars and tracks; the location of transfer of substance in bulk; and machinery;

location and source of runon from adjacent property containing significant quantities of pollutants of concern to the facility (an evaluation of how the quality of the runon impacts your storm water discharges may be included); and

flows with a significant potential to cause soil erosion must be identified.

PART II Page 11 of 21 LAG780000/AI86162

Provide a narrative description of the potential pollutant(s) associated with any of the following:

- i) fertilizer, herbicide and pesticide application
- ii) earth/soil moving activities
- iii) waste hauling and loading/unloading activities
- outdoor storage of significant materials including daily, interim and final cover material stockpiles as well as temporary waste storage areas
- v) exposure of active and inactive landfill areas
- vi) uncontrolled leachate flows

Sediment and Erosion Control Plan: You must provide details on temporary stabilization methods used to control erosion from:

- i) materials stockpiled for daily, intermediate and final cover;
- ii) inactive areas of the landfill;
- iii) any landfill area that has received a final cover until vegetation has established itself;

Examples of temporary stabilization methods include temporary seeding, mulching, and placing geotextiles on stockpile areas and inactive landfill areas.

iii. Receiving Waters and Wetlands

You must provide the name of the nearest receiving water(s), including ditches, intermittent streams, dry sloughs, arroyos and the areal extent and description of wetland or other special aquatic sites that may receive discharges from your facility.

iv. Summary of Potential Pollutant Sources

You must provide a narrative description of the potential pollutants associated with any of the following: fertilizer, herbicide and pesticide application, earth/soil moving; waste hauling and loading/unloading; outdoor storage of significant materials including daily, interim and final cover material stockpiles as well as temporary waste storage areas; exposure of active and inactive landfill and land application areas; uncontrolled leachate flows; and failure or leaks from leachate collection and treatment systems. You must also identify each separate area at your facility where industrial materials or activities are exposed to storm water. Industrial materials or activities include, but are not limited to, material handling equipment or activities, industrial machinery, raw materials, intermediate products, by-products, final products, or waste products. Material handling activities include the storage, loading and

PART II Page 12 of 21 LAG780000/AI86162

unloading, transportation, or conveyance of any raw material, intermediate product, final product or waste product. For each separate area identified, the description must include:

Activities in Area. A list of the activities (e.g., material storage, equipment fueling and cleaning, cutting steel beams); and

Pollutants. A list of the associated pollutant(s) or pollutant parameter(s) (e.g., crankcase oil, iron, biochemical oxygen demand, pH, etc.) for each activity. The pollutant list must include all significant materials that have been handled, treated, stored or disposed in a manner to allow exposure to storm water between the time of three (3) years before being covered under this permit and the present.

Record Keeping and Internal Reporting: You must implement and maintain a tracking system for all types of wastes disposed of in each cell and trench of the landfill.

v. Spills and Leaks

You must clearly identify areas where potential spills and leaks, which can contribute pollutants to storm water discharges, can occur, and their accompanying drainage points. You must provide a list of significant spills and leaks of toxic or hazardous pollutants that occurred, within the three (3) years preceding the date of application for permit coverage, at areas at the facility that are exposed to precipitation or that otherwise drain to a storm water conveyance. Your list must include a description of the causes of each spill or leak, the actions taken to respond to each release, and the actions taken to prevent similar such spills or leaks in the future. Your list should also be updated if significant spills or leaks occur in exposed areas of your facility during the time you are covered by the permit.

Significant spills and leaks include, but are not limited to releases of oil or hazardous substances in excess of quantities that are reportable under LAC 33:1.3931 Reportable Quantity List for Pollutants, which incorporates by reference and modifies requirements of Section 311 of the CWA (see 40 CFR 110 and 40 CFR 117.3) and 40 CFR 302.4 (CERCLA Hazardous Substances). Significant spills may also include releases of oil or hazardous substances that are not in excess of reporting requirements and releases of materials that are not classified as oil or a hazardous substance.

vi. Sampling Data

You must provide a summary of any existing storm water discharge sampling data taken at your facility. All storm water sampling data collected during the term of this permit must also be summarized and included in this part of the SWPPP.

vii. Controls

Description of Existing and Planned BMPs. Describe the type and location of existing non-structural and structural best management practices (BMPs), for each of the areas identified in Part II.P.1.b.iv, where industrial materials or activities are exposed to storm water. For areas where BMPs are not currently in place, you must describe appropriate BMPs that you

PART II Page 13 of 21 LAG780000/A186162

will use to control pollutants in storm water discharges. Selection of BMPs should take into consideration:

the quantity and nature of the pollutants, and their potential to impact the water quality of receiving waters;

opportunities to combine the dual purposes of water quality protection and local flood control benefits (including physical impacts of high flows on streams - e.g., bank erosion, impairment of aquatic habitat, etc.);

opportunities to offset the impact of impervious areas of the facility on ground water recharge and base flows in local streams (taking into account the potential for ground water contamination).

BMPs, structural BMPs, and other BMPs are or will be implemented at the facility. If you determine that one or more of these BMPs are not appropriate for your facility, you must include an explanation of why it is not appropriate. The BMP examples listed below are not intended to be an exclusive list of BMPs that you may use. You are encouraged to keep abreast of new BMPs or new applications of existing BMPs to find the most cost-effective means of permit compliance for your facility. If BMPs are being used or planned at the facility which are not listed here (e.g., replacing a chemical with a less toxic alternative, adopting a new or innovative BMP, etc.), include descriptions of them in this section of the SWPPP.

Non-Structural BMPs

Good Housekeeping: You must keep all exposed areas of the facility in a clean, orderly manner where such exposed areas could contribute pollutants to storm water discharges. Common problem areas include: around trash containers; storage areas and loading docks. Measures must also include: a schedule for regular pickup and disposal of garbage and waste materials; routine inspections for leaks and conditions of drums, tanks and containers.

Minimizing Exposure: Where practicable, industrial materials and activities should be protected by a storm resistant shelter to prevent exposure to rain, snow, snowmelt, or runoff. NOTE: Eliminating exposure at all industrial areas may make the facility eligible for the LAC 33:IX.2341.G "No Exposure" exclusion from needing to have permit coverage.

Preventive Maintenance: You must have a preventive maintenance program which includes timely inspection and maintenance of containers used for outdoor chemical and significant materials storage to prevent leaking or rupture; all elements of the leachate collection and treatment systems to prevent commingling of leachate with storm water; the integrity and effectiveness of any intermediate or final cover (including repairing the cover as necessary to minimize the effects of settlement,

PART II Page 14 of 21 LAG780000/A186162

sinking and erosion); storm water management devices, (e.g., cleaning oil/water separators, catch basins) as well as inspecting, testing, maintaining and repairing facility equipment and systems to avoid breakdowns or failures that may result in discharges of pollutants to surface waters.

Spill Prevention and Response Procedures: You must describe the procedures to be followed for cleaning up spills or leaks. Those procedures, and necessary spill response equipment, must be made available to those employees that may cause or detect a spill or leak. Where appropriate, you must explain existing or planned material handling procedures, storage requirements, secondary containment, and equipment (e.g., diversion valves), which are intended to minimize spills or leaks at the facility. Measures for cleaning up hazardous material spills or leaks must be consistent with applicable RCRA regulations at 40 CFR Part 264, 40 CFR Part 265, and applicable sections of the Louisiana Hazardous Waste Regulations, Part V.

Routine Facility Inspections: In addition to or as part of the comprehensive site evaluation required under Part II.P.1.g, you must have qualified facility personnel inspect all areas of the facility where industrial materials or activities are exposed to storm water. The inspections must include an evaluation of existing storm water BMPs at both active and inactive sites.

- For operating landfills, inspections must be conducted at least once every 7 days to ensure that sediment and erosion control measures are operating properly. Qualified personnel must inspect areas of landfills that have not been finally stabilized, areas used for storage of material/wastes that are exposed to precipitation, stabilization and structural control measures, leachate collection and treatment systems, and locations where equipment and waste trucks enter and exit the site. For stabilized sites, conduct inspections at least once every month.
- For inactive landfills, inspections must be conducted at least quarterly by qualified personnel to inspect landfill (or open dump) stabilization and structural erosion control measures, leachate collection and treatment systems, and all closed landfill areas.

If deficiencies in the implementation of your SWPPP are discovered during an inspection, those deficiencies must be corrected as soon as practicable but not later than within 14 days of the inspection. You must document in your SWPPP the results of your inspection and the corrective actions you took in response to any deficiencies or opportunities for improvement that you identify.

Employee Training: You must describe the storm water employee training program for the facility. The description should include the topics to be covered, such as spill response, good housekeeping and material management practices, and must identify periodic dates (e.g., every 6 months during the months of July and January) for such training. You must provide employee training for all employees that work in areas

PART II Page 15 of 21 LAG780000/A186162

where industrial materials or activities are exposed to storm water, and for employees that are responsible for implementing activities identified in the SWPPP (e.g., inspectors, maintenance people). The employee training should inform them of the components and goals of your SWPPP.

Structural BMPs

Sediment and Erosion Control: You must identify the areas at your facility which, due to topography, land disturbance (e.g., construction), or other factors, have a potential for significant soil erosion. You must describe the structural, vegetative, and/or stabilization BMPs that you will be implementing to limit erosion from materials stockpiled for daily, intermediate and final cover; from inactive areas of the landfill;

from any landfill or open dump area that has received a final cover but where vegetation has not yet established itself; and from areas where waste application has been completed but final vegetation has not yet been established.

Management of Runoff: You must describe the traditional storm water management practices (permanent structural BMPs other than those which control the generation or source(s) of pollutants) that currently exist or that are planned for your facility. These types of BMPs typically are used to divert, infiltrate, reuse, or otherwise reduce pollutants in storm water discharges from the site. All BMPs that you determine are reasonable and appropriate, or are required by a State or local authority, or are necessary to maintain eligibility for the permit (see Part I.A - Limitations on Coverage) must be implemented and maintained. Factors to consider when you are selecting appropriate BMPs should include: 1) the industrial materials and activities that are exposed to storm water, and the associated pollutant potential of those materials and activities; and 2) the beneficial and potential detrimental effects on surface water quality, ground water quality, receiving water base flow (dry weather stream flow), and physical integrity of receiving waters. Structural measures should be placed on upland soils, avoiding wetlands and floodplains, if possible. Structural BMPs may require a separate permit under section 404 of the CWA before installation begins.

Example BMPs: BMPs you could use include but are not limited to: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems (which combine several practices).

Other Controls

There shall be no discharge of floating solids or visible foam in other than trace amounts, nor of free oil or other oily materials, nor of toxic materials in quantities such as to cause toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. Off-site vehicle tracking of raw, final, or waste materials or sediments, and the generation of dust must be minimized.

PART II Page 16 of 21 LAG780000/AI86162

Tracking or blowing of raw, final, or waste materials from areas of no exposure to exposed areas must be minimized. As appropriate to protect the stream bed, velocity dissipation devices must be placed at discharge locations and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to a water course so that natural physical and biological characteristics and functions are maintained and protected (e.g., no significant changes in the hydrological regime of the receiving water).

c. Maintenance

All BMPs you identify in your SWPPP must be maintained in effective operating condition. If site inspections required by Part II.P.1.g identify BMPs that are not operating effectively, maintenance must be performed before the next anticipated storm event, or as necessary to maintain the continued effectiveness of storm water controls. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable. In the case of non-structural BMPs, the effectiveness of the BMP must be maintained by appropriate means (e.g., spill response supplies available and personnel trained, etc.).

d. Non-Storm Water Discharge Test Certification

 Your SWPPP must include a certification that all discharges (i.e., outfalls) have been tested or evaluated for the presence of non-storm water. The discharge test and certification must also be conducted for the presence of leachate and vehicle washwater. The certification must be signed in accordance with Part III.D.10 of this permit, and include:

the date of any testing and/or evaluation;

identification of potential significant sources of non-storm water at the site;

a description of the results of any test and/or evaluation for the presence of non-storm water discharges;

a description of the evaluation criteria or testing method used; and

a list of the outfalls or onsite drainage points that were directly observed during the test and/or evaluation.

 You do not need to sign a new certification if one was already completed for either the 1992 Baseline Industrial General Permit, the 1995 Multi-Sector General Permit, or the 2006 Multi-Sector General Permit and you have no reason to believe conditions at the facility have changed.

PART II Page 17 of 21 LAG780000/AI86162

 If you are unable to provide the certification required (testing and/or evaluation for non-storm water discharges), you must notify the Louisiana Department of Environmental Quality (LDEQ) 180 days after submitting an NOI to be covered by this permit. If the failure to certify is caused by the inability to perform adequate tests or evaluations, such notification must describe:

reason(s) why certification was not possible;

the procedure of any test and/or evaluation attempted;

the results of such test and/or evaluation or other relevant observations; and

potential sources of non-storm water discharges to the storm sewer.

 A copy of the notification must be included in the SWPPP at the facility. Non-storm water discharges to waters of the State, which are not authorized by an LPDES permit, are unlawful and must be terminated.

e. Copy of Permit Requirements

You must include a copy of the permit requirements (attaching a copy of this permit is acceptable) in your SWPPP.

f. Applicable State, Tribal or Local Plans

Your SWPPP must be consistent (and updated as necessary to remain consistent) with applicable State, Tribal and/or local storm water, waste disposal, sanitary sewer or septic system regulations to the extent these apply to your facility and are more stringent than the requirements of this permit.

g. Comprehensive Site Compliance Evaluation

i. Frequency and Inspectors

Operating landfills must conduct inspections at least once every 7 days. Inspections must be conducted at least once every month at stabilized sites. Inactive landfills must conduct inspections at least quarterly. The inspections must be done by qualified personnel provided by you. The qualified personnel you use may be either your own employees or outside consultants that you have hired, provided they have the knowledge and skills to assess conditions at your facility that could impact storm water quality and assess the effectiveness of the BMPs you have chosen to use to control the quality of your storm water discharges. If you decide to conduct more frequent inspections, your SWPPP must specify the frequency of inspections.

ii. Scope of the Compliance Evaluation

Your inspections must include all areas where industrial materials or activities are exposed to storm water, as identified in Part II.P.1.b.iv, and areas where spills and leaks have occurred within 3 years preceding the inspection. Inspectors should look for: a) industrial materials,

PART II Page 18 of 21 LAG780000/A186162

residue or trash on the ground that could contaminate or be washed away in storm water; b) leaks or spills from industrial equipment, drums, barrels, tanks or similar containers; c) offsite tracking of industrial materials or sediment where vehicles enter or exit the site; d) tracking or blowing of raw, final, or waste materials from areas of no exposure to exposed areas; e) waste loading/unloading areas; f) erosion from daily, interim and final cover material stockpiles as well as from temporary waste storage areas; g) uncontrolled leachate flows; h) failure or leaks from leachate collection and treatment systems; and i) for evidence of, or the potential for,

pollutants entering the drainage system. Storm water BMPs identified in your SWPPP must be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they must be inspected to see whether BMPs are effective in preventing significant impacts to receiving waters. Where discharge locations are inaccessible, nearby downstream locations must be inspected if possible.

iii. Follow-up Actions

Based on the results of the inspection, you must modify your SWPPP as necessary (e.g., show additional controls on the site map and/or revise description of controls) to include additional or modified BMPs designed to correct problems identified. You must complete revisions to the SWPPP within 14 calendar days following the inspection. If existing BMPs need to be modified or if additional BMPs are necessary, implementation must be completed before the next anticipated storm event. If implementation before the next anticipated storm event is impracticable, they must be implemented as soon as practicable.

iv. Compliance Evaluation Report

You must insure a report summarizing the scope of the inspection, name(s) of personnel making the inspection, the date(s) of the inspection, and major observations relating to the implementation of the SWPPP is completed and retained as part of the SWPPP for at least three years from the date permit coverage expires or is terminated. Major observations should include: the location(s) of discharges of pollutants from the site; location(s) of BMPs that need to be maintained; location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location; and location(s) where additional BMPs are needed that did not exist at the time of inspection. You must retain a record of actions taken in accordance with this permit's Comprehensive Site Compliance Evaluation as part of the SWPPP for at least three years from the date that permit coverage expires or is terminated. The inspection reports must identify any incidents of non-compliance. Where an inspection report does not identify any incidents of non-compliance, the report must contain a certification that the facility is in compliance with the SWPPP and this permit. Both the inspection report and any reports of follow-up actions must be signed in accordance with Part III.D.10 of this permit.

v. Credit as a Routine Facility Inspection

Where compliance evaluation schedules overlap with inspections required under Part II.P.1.b.vii, your annual compliance evaluation may also be used as one of the Part II.P.1.b.vii routine inspections.

h. Maintaining Updated SWPPP

You must amend the SWPPP whenever:

there is a change in design, construction, operation, or maintenance at your facility which has a significant effect on the discharge, or potential for discharge, of pollutants from your facility;

during inspections or investigations by you or by local, State, Tribal or Federal officials it is determined the SWPPP is ineffective in eliminating or significantly minimizing pollutants from sources identified under Part II.P.1.b.iv, or is otherwise not achieving the general objectives of controlling pollutants in discharges from your facility.

i. Signature, Plan Review and Making Plans Available

- You must sign your SWPPP in accordance with the Signatory Requirements in Part III.D.10, and retain the plan on-site at the facility covered by this permit (see Part III.C for records retention requirements).
- ii. You must keep a copy of the SWPPP on-site or locally available to the LDEQ for review at the time of an on-site inspection. You must make your SWPPP available upon request to the LDEQ, a State, Tribal or local agency approving storm water management plans, or the operator of a municipal separate storm sewer receiving discharge from the site. Also, in the interest of public involvement, the LDEQ encourages you to make your SWPPPs available to the public for viewing during normal business hours.
- iii. The LDEQ may notify you at any time that your SWPPP does not meet one or more of the minimum requirements of this permit. The notification will identify provisions of this permit which are not being met, as well as the required modifications. Within thirty (30) calendar days of receipt of such notification, you must make the required changes to the SWPPP and submit to the LDEQ a written certification that the requested changes have been made.
- iv. You must make the SWPPP available to the USFWS or NMFS upon request.

2. MONITORING PROCEDURES

a. Storm Event Data

Along with the results of your storm water monitoring, you must provide the date and duration (in hours) of the storm event(s) sampled; rainfall measurements or estimates (in inches) of the storm event that generated the sampled runoff; the duration between the storm event sampled and the end of the previous measurable (greater than 0.1 inch rainfall) storm event; and an estimate of the total volume (in gallons) of the discharge samples.

b. Collection and Analysis of Samples

PART II Page 20 of 21 LAG780000/A186162

You must assess your sampling requirements on an outfall by outfall basis. You must collect and analyze your samples in accordance with the requirements of Parts I.C and III.C.

When and How to Sample: Take a minimum of one grab sample from the discharge associated with industrial activity resulting from a storm event with at least 0.1 inch of precipitation (defined as a "measurable" event), provided the interval from the preceding measurable storm is at least 72 hours. The 72-hour storm interval is waived when the preceding measurable storm did not yield a measurable discharge, or if you are able to document that less than a 72-hour interval is representative for local storm events during the sampling period.

Take the grab sample during the first 30 minutes of the discharge. If it is not practicable to take the sample during the first 30 minutes, sample during the first hour of discharge and describe why a grab sample during the first 30 minutes was impracticable. Submit this information on or with the discharge monitoring report (see Part I.C). If the sampled discharge commingles with process or non-process water, attempt to sample the storm water discharge before it mixes with the non-storm water.

To get help with monitoring, consult the Guidance Manual for the Monitoring and Reporting Requirements of the NPDES Storm Water Multi-Sector General Permit, which can be downloaded from the EPA Web Site at www.epa.gov/OWM/sw/industry/index.htm.

c. Representative Outfalls - Substantially Identical Discharges

If your facility has two (2) or more outfalls that you believe discharge substantially identical effluents, based on similarities of the industrial activities, significant materials or storm water management practices occurring within the outfalls' drainage areas, you may test the effluent of just one of the outfalls and report that the quantitative data also applies to the substantially identical outfall(s). For this to be permissible, you must describe in the pollution prevention plan and include in the Discharge Monitoring Report the following: locations of the outfalls; why the outfalls are expected to discharge substantially identical effluents; estimates of the size of the drainage area (in square feet) for each of the outfalls; and an estimate of the runoff coefficient of the drainage areas (low: under 40 percent; medium: 40 to 65 percent; high: above 65 percent).

d. General Monitoring Waivers

The following waivers may apply to any storm water monitoring required under this permit.

i. Adverse Climatic Conditions Waiver

When adverse weather conditions prevent the collection of storm water samples, take a substitute sample during a qualifying storm event in the next monitoring period. Adverse conditions (i.e., those which are dangerous or create inaccessibility for personnel) may include such things as local flooding, high winds, electrical storms, or situations which otherwise make sampling impracticable such as drought or extended frozen conditions. If there were no discharges of storm water from your facility during a monitoring period, you are not required to take a substitute sample.

PART II Page 21 of 21 LAG780000/AI86162

ii. Alternative Certification of "Not Present or No Exposure"

You are not subject to the analytical monitoring requirements of this Section provided:

you make a certification for a given outfall, or on a pollutant-by-pollutant basis in lieu of monitoring required under the Part I, Schedule D effluent limitations page for non-contaminated storm water discharges, that material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, industrial machinery or operations, or significant materials from past industrial activity that are located in areas of the facility within the drainage area of the outfall are not presently exposed to storm water and are not expected to be exposed to storm water for the certification period; and

your certification is signed in accordance with Part III.D.10, retained in the SWPPP, and submitted to LDEQ in accordance with Part II.C. In the case of certifying that a pollutant is not present, the permittee must submit the certification along with the monitoring reports required in Part II.C; and

if you cannot certify for an entire period, you must submit the date exposure was eliminated and any monitoring required up until that date; and

no numeric limitation or State-specific monitoring requirement for that parameter is established in Part I.B.

iii. Unstaffed and Inactive Sites-Chemical Sampling Waiver

When a discharger is unable to conduct quarterly chemical storm water sampling at an inactive and unstaffed site, the operator of the facility may exercise a waiver of the monitoring requirements as long as the facility remains inactive and unstaffed. The facility must submit to LDEQ, in lieu of monitoring data, a certification statement on the DME stating that the site is inactive and unstaffed so that collecting a sample during a qualifying event is not possible.

3. ADDITIONAL REPORTING FOR DISCHARGES TO A LARGE OR MEDIUM MUNICIPAL SEPARATE STORM SEWER SYSTEM

If you have at least one storm water discharge associated with industrial activity that discharges through a large or medium municipal separate storm sewer system (systems serving a population of 100,000 or more), you must also submit signed copies of your discharge monitoring reports to the operator of the municipal separate storm sewer system at the time of submittal to LDEQ.

4. ACCESSIBILITY

You must retain a copy of the SWPPP required by this permit (including a copy of the permit language) at the facility (or other local location accessible to the LDEQ; local government officials; or the operator of a municipal separate storm sewer receiving discharges from the site) from the date of permit coverage to the date permit coverage ceases.

PART III STANDARD CONDITIONS FOR LPDES PERMITS

SECTION A. GENERAL CONDITIONS

1 Introduction

In accordance with the provisions of LAC 33:IX.2701, et seq., this permit incorporates either expressly or by reference ALL conditions and requirements applicable to Louisiana Pollutant Discharge Elimination System Permits (LPDES) set forth in the Louisiana Environmental Quality Act (LEQA), as amended, as well as ALL applicable regulations.

2. Duty to Comply

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act (CWA) and the Louisiana Environmental Quality Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.

3. Penalties for Violation of Permit Conditions

- a. LA. R. S. 30:2025 provides for civil penalties for violations of these regulations and the Louisiana Environmental Quality Act. LA. R. S. 30:2076.2 provides for criminal penalties for violation of any provisions of the LPDES or any order or any permit condition or limitation issued under or implementing any provisions of the LPDES program. (See Section E. Penalties for Violation of Permit Conditions for additional details).
- b. Any person may be assessed an administrative penalty by the State Administrative Authority under LA. R. S. 30:2025 for violating a permit condition or limitation implementing any of the requirements of the LPDES program in a permit issued under the regulations or the Louisiana Environmental Quality Act.

4. Toxic Pollutants

- a. Other effluent limitations and standards under Sections 301, 302, 303, 307, 318, and 405 of the Clean Water Act. If any applicable toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under Section 307(a) of the Clean Water Act for a toxic pollutant and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, the state administrative authority shall institute proceedings under these regulations to modify or revoke and reissue the permit to conform to the toxic effluent standard or prohibition.
- b. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under Section 405(d) of the Clean Water Act within the time provided in the regulations that establish these standards or prohibitions, or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.

5 Duty to Reapply

a. Individual Permits. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. The new application shall be submitted at least 180 days before the expiration date of the existing permit, unless permission for a later date has been granted by the state administrative authority. (The state administrative authority shall not grant permission for applications to be submitted later than the expiration date of the existing permit.) Continuation of expiring permits shall be governed by regulations promulgated at LAC 33:IX.2321 and any subsequent amendments.

b. General Permits. General permits expire five years after the effective date. The 180-day reapplication period as defined above is not applicable to general permit authorizations. Reissued general permits may provide automatic coverage for permittees authorized under the previous version of the permit, and no new application is required. Requirements for obtaining authorization under the reissued general permit will be outlined in Part I of the new permit. Permittees authorized to discharge under an expiring general permit should follow the requirements for obtaining coverage under the new general permit to maintain discharge authorization.

6. Permit Action

This permit may be modified, revoked and reissued, or terminated for cause in accordance with LAC 33:IX.2903, 2905, 2907, 3105 and 6509. The causes may include, but are not limited to, the following:

- a. Noncompliance by the permittee with any condition of the permit;
- The permittee's failure in the application or during the permit issuance process to disclose fully all relevant f acts, or the permittee's misrepresentation of any relevant facts at any time;
- c. A determination that the permitted activity endangers human health or the environment and can only be regulated to acceptable levels by permit modification or termination;
- d. A change in any condition that requires either a temporary or a permanent reduction or elimination of any discharge; or
- e. Failure to pay applicable fees under the provisions of LAC 33: IX. Chapter 13;
- f. Change of ownership or operational control;

The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

Property Rights

This permit does not convey any property rights of any sort, or any exclusive privilege.

8. Duty to Provide Information

The permittee shall furnish to the state administrative authority, within a reasonable time, any information which the state administrative authority may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the state administrative authority, upon request, copies of records required to be kept by this permit.

9. Criminal and Civil Liability

Except as provided in permit conditions on "Bypassing" and "Upsets", nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Any false or materially misleading representation or concealment of information required to be reported by the provisions of the permit, the Act, or applicable regulations, which avoids or effectively defeats the regulatory purpose of the Permit may subject the Permittee to criminal enforcement pursuant to La. R.S. 30:2025.

10. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act.

11. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Clean Water Act.

form_7027_r05 4/25/07 12. Severability

If any provision of these rules and regulations, or the application thereof, is held to be invalid, the remaining provisions of these rules and regulations shall not be affected, so long as they can be given effect without the invalid provision. To this end, the provisions of these rules and regulations are declared to be severable.

13 Dilution

A permittee shall not achieve any effluent concentration by dilution unless specifically authorized in the permit. A permittee shall not increase the use of process water or cooling water or otherwise attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve permit limitations or water quality.

14. Facilities Requiring Approval from Other State Agencies

In accordance with La R.S.40.4(A)(6) the plans and specifications of all sanitary sewerage treatment systems, both public and private, must be approved by the Department of Health and Hospitals state health officer or his designee. It is unlawful for any person, firm, or corporation, both municipal and private to operate a sanitary sewage treatment facility without proper authorization from the state health officer.

In accordance with La R.S.40.1149, it is unlawful for any person, firm or corporation, both municipal and private, operating a sewerage system to operate that system unless the competency of the operator is duly certified by the Department of Health and Hospitals state health officer. Furthermore, it is unlawful for any person to perform the duties of an operator without being duly certified.

In accordance with La R.S.48.385, it is unlawful for any industrial wastes, sewage, septic tanks effluent, or any noxious or harmful matter, solid, liquid or gaseous to be discharged into the side or cross ditches or placed upon the rights-of-ways of state highways without the prior written consent of the Department of Transportation and Development chief engineer or his duly authorized representative and of the secretary of the Department of Health and Hospitals.

SECTION B. PROPER OPERATION AND MAINTENANCE

1. Need to Halt or Reduce not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

2. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. The permittee shall also take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with the permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

3. Proper Operation and Maintenance

- a. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.
- b. The permittee shall provide an adequate operating staff which is duly qualified to carry out operation, maintenance and other functions necessary to ensure compliance with the conditions of this permit.

4 Bypass of Treatment Facilities

- a. Bypass. The intentional diversion of waste streams from any portion of a treatment facility.
- b. <u>Bypass not exceeding limitations</u>. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Section B.4.c. and 4.d of these standard conditions.

c. Notice

- (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Office of Environmental Services, Water Permits Division, if possible at least ten days before the date of the bypass.
- (2) <u>Unanticipated bypass</u>. The permittee shall submit notice of an unanticipated bypass as required in LAC 33:IX:2701.L.6, (24-hour notice) and Section D.6.e. of these standard conditions.

d. Prohibition of bypass

- (1) Bypass is prohibited, and the state administrative authority may take enforcement action against a permittee for bypass, unless:
 - (a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and,
 - (c) The permittee submitted notices as required by Section B.4.c of these standard conditions.
- (2) The state administrative authority may approve an anticipated bypass after considering its adverse effects, if the state administrative authority determines that it will meet the three conditions tisted in Section B.4.d(1) of these standard conditions.

5. Upset Conditions

- a. <u>Upset</u>. An exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- b. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of Section B.5.c. are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
- c. <u>Conditions necessary for a demonstration of upset</u>. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated; and
 - (3) The permittee submitted notice of the upset as required by LAC 33 IX.2701 L.6 b.ii. and Section D.6.e.(2) of these standard conditions; and

- (4) The permittee complied with any remedial measures required by Section B.2 of these standard conditions.
- d. Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.
- 6. Removed Substances Solids, sewage sludges, filter backwash, or other pollutants removed in the course of treatment or wastewater control shall be properly disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the state and in accordance with environmental regulations.
- Percent Removal For publicly owned treatment works, the 30-day average percent removal for Biochemical Oxygen Demand and Total Suspended Solids shall not be less than 85 percent in accordance with LAC 33:IX.5905.A.3. and

SECTION C. MONITORING AND RECORDS

1. Inspection and Entry

The permittee shall allow the state administrative authority or an authorized representative (including an authorized contractor acting as a representative of the Administrator), upon the presentation of credentials and other documents as may be required by the law to:

a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or

where records must be kept under the conditions of this permit.

Enter upon the permittee's premises where a discharge source is or might be located or in which monitoring equipment or records required by a permit are kept for inspection or sampling purposes. Most inspections will be unannounced and should be allowed to begin immediately, but in no case shall begin more than thirty (30) minutes after the time the inspector presents his/her credentials and announces the purpose(s) of the inspection. Delay in excess of thirty (30) minutes shall constitute a violation of this permit. However, additional time can be granted if the inspector or the Administrative Authority determines that the circumstances warrant such action; and

- b. Have access to and copy, at reasonable times, any records that the department or its authorized representative determines are necessary for the enforcement of this permit. For records maintained in either a central or private office that is open only during normal office hours and is closed at the time of inspection, the records shall be made available as soon as the office is open, but in no case later than the close of business the next working day;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Louisiana Environmental Quality Act, any substances or parameters at any location.

e. Sample Collection

- (1) When the inspector announces that samples will be collected, the permittee will be given an additional thirty (30) minutes to prepare containers in order to collect duplicates. If the permittee cannot obtain and prepare sample containers within this time, he is considered to have waived his right to collect duplicate samples and the sampling will proceed immediately. Further delay on the part of the permittee in allowing initiation of the sampling will constitute a violation of this permit.
- (2) At the discretion of the administrative authority, sample collection shall proceed immediately (without the additional 30 minutes described in Section C.1.a. above) and the inspector shall supply the permittee with a duplicate sample.

form 7027 r05 4/25/07

- It shall be the responsibility of the permittee to ensure that a facility representative familiar with provisions of its wastewater discharge permit, including any other conditions or limitations, be available either by phone or in person at the facility during all hours of operation. The absence of such personnel on-site who are familiar with the permit shall not be grounds for delaying the initiation of an inspection except in situations as described in Section C.1.b. of these standard conditions. The permittee shall be responsible for providing witnesses/escorts during inspections. Inspectors shall abide by all company safety rules and shall be equipped with standard safety equipment (hard hat, safety shoes, safety glasses) normally required by industrial facilities.
- g. Upon written request copies of field notes, drawings, etc., taken by department personnel during an inspection shall be provided to the permittee after the final inspection report has been completed.

2. Representative Sampling

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. All samples shall be taken at the outfall location(s) indicated in the permit. The state administrative authority shall be notified prior to any changes in the outfall location(s). Any changes in the outfall location(s) may be subject to modification, revocation and reissuance in accordance with LAC 33:1X.2903.

3. Retention of Records

Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 CFR 503), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample; measurement, report, or application. This period may be extended by request of the state administrative authority at any time.

4. Record Contents

Records of monitoring information shall include:

- The date, exact place, and time of sampling or measurements;
- b. The individual(s) who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. The time(s) analyses were begun;
- e. The individual(s) who performed the analyses:
- f. The analytical techniques or methods used;
- g. The results of such analyses; and
- h. The results of all quality control procedures.

5. Monitoring Procedures

- a. Monitoring results must be conducted according to test procedures approved under 40 CFR Part 136 cr, in the case of studge use or disposal, approved under 40 CFR Part 136 unless otherwise specified in 40 CFR Part 503, unless other test procedures have been specified in this permit.
- b. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instruments at intervals frequent enough to insure accuracy of measurements and shall maintain appropriate records of such activities.
- c. The permittee or designated laboratory shall have an adequate analytical quality assurance/quality control program to produce defensible data of know precision and accuracy. All quality control measures shall be assessed and evaluated on an on-going basis and quality control acceptance criteria shall be used to determine the validity of the data. All method specific quality control as prescribed in the method shall be followed. If quality control requirements are not included in the method, the permittee or designated laboratory shall follow the quality control requirements as prescribed in the Approved Edition (40 CFR Part 136) Standard Methods for the Examination of Water and Wastes. Sections 1020A and 1020B. General sampling protocol shall follow guidelines established in the

"Handbook for Sampling and Sample Preservation of Water and Wastewater, 1982 "U.S. Environmental Protection Agency. This publication is available from the National Technical Information Service (NTIS), Springfield, VA 22161, Phone number (800) 553-6847. Order by NTIS publication number PB-83-124503.

6 Flow Measurements

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to insure that the accuracy of the measurements are consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of tess than 10% from true discharge rates throughout the range of expected discharge volumes. Guidance in selection, installation, calibration and operation of acceptable flow measurement devices can be obtained from the following references:

- a. "A Guide to Methods and Standards for the Measurement of Water Flow, 1975," U.S. Department of Commerce, National Bureau of Standards. This publication is available from the National Technical Information Service (NTIS), Springfield, VA 22161, Phone number (800) 553-6847. Order by NTIS publication number COM-75-10683.
- b. *Flow Measurement in Open Channels and Closed Conduits, Volumes 1 and 2,* U.S. Department of Commerce, National Bureau of Standards. This publication is available from the National Technical Service (NTIS), Springfield, VA, 22161, Phone number (800) 553-6847. Order by NTIS publication number PB-273 535.
- c. "NPDES Compliance Flow Measurement Manual," U.S. Environmental Protection Agency, Office of Water Enforcement. This publication is available from the National Technical Information Service (NTIS), Springfield, VA 22161, Phone number (800) 553-6847. Order by NTIS publication number PB-82-131178.

7. Prohibition for Tampering: Penalties

- a. LA R.S. 30:2025 provides for punishment of any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit.
- b. LA R.S. 30:2076.2 provides for penalties for any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non compliance.

8. Additional Monitoring by the Permittee

If the Permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR Part 136 (See LAC 33:IX.4901) or, in the case of sludge use and disposal, approved under 40 CFR Part 136 (See LAC 33:IX.4901) unless otherwise specified in 40 CFR Part 503, or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the state administrative authority.

Averaging of Measurements

Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the state administrative authority in the permit.

10. Laboratory Accreditation

- a. LAC 33:1.Subpart 3, Chapters 45-59 provide requirements for an accreditation program specifically applicable to commercial laboratories, wherever located, that provide chemical analyses, analytical results, or other test data to the department, by contract or by agreement, and the data is:
 - (1) Submitted on behalf of any facility, as defined in R.S.30:2004;
 - (2) Required as part of any permit application;
 - (3) Required by order of the department;
 - (4) Required to be included on any monitoring reports submitted to the department;
 - (5) Required to be submitted by contractor
 - (6) Otherwise required by department regulations.

b. The department laboratory accreditation program, Louisiana Environmental Laboratory Accreditation Program (LELAP) is designed to ensure the accuracy, precision; and reliability of the data generated, as well as the use of department-approved methodologies in generation of that data. Laboratory data generated by commercial environmental laboratories that are not (LELAP) accredited will not be accepted by the department. Retesting of analysis will be required by an accredited commercial laboratory.

Where retesting of effluent is not possible (i.e. data reported on DMRs for prior month's sampling), the data generated will be considered invalid and in violation of the LPDES permit.

c. Regulations on the Louisiana Environmental Laboratory Accreditation Program and a list of labs that have applied for accreditation are available on the department website located under DIVISIONS → LABORATORY SERVICES at the following link:

http://www.deq.louisiana.gov

Questions concerning the program may be directed to (225) 219-9800.

SECTION D. REPORTING REQUIREMENTS

1. Facility Changes

The permittee shall give notice to the state administrative authority as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b); or
- b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under LAC 33:IX.2703.A.1.
- c. For Municipal Permits. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Section 301, or 306 of the CWA if it were directly discharging those pollutants; and any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit. In no case are any new connections, increased flows, or significant changes in influent quality permitted that will cause violation of the effluent limitations specified herein.

2. Anticipated Noncompliance

The permittee shall give advance notice to the state administrative authority of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

3. Transfers

This permit is not transferable to any person except after notice to the state administrative authority. The state administrative authority may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under the Clean Water Act or the Louisiana Environmental Quality Act. (See LAC 33:IX.2901; in some cases, modification or revocation and reissuance is mandatory.)

A permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued (under LAC 33:IX.2903. A.2.b), or a minor modification made (under LAC 33:IX.2905) to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act and the Louisiana Environmental Quality Act.

4. Monitoring Reports

Monitoring results shall be reported at the intervals and in the form specified in Part I or Part II of this permit.

The permittee shall submit properly completed Discharge Monitoring Reports (DMRs) on the form specified in the permit. Preprinted DMRs are provided to majors/92-500's and other designated facilities. Please contact the Permit Compliance Unit concerning preprints. Self-generated DMRs must be pre-approved by the Permit Compliance Unit prior to submittal. Self-generated DMRs are approved on an individual basis. Requests for approval of self-generated DMRs should be submitted to:

Supervisor, Permit Compliance Unit Office of Environmental Compliance Post Office Box 4312 Baton Rouge, LA 70821-4312

Copies of blank DMR templates, plus instructions for completing them, and EPA's LPDES Reporting Handbook are available at the department website located at:

http://www.deq.louisiana.gov/portal/Default.aspx?tabid=2276

5. Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

6. Requirements for Notification

a. Emergency Notification

As required by LAC 33.1:3915, in the event of an unauthorized discharge that does cause an emergency condition, the discharger shall notify the hotline (DPS 24-hour Louisiana Emergency Hazardous Materials Hotline) by telephone at (225) 925-6595 (collect calls accepted 24 hours a day) immediately (a reasonable period of time after taking prompt measures to determine the nature, quantity, and potential off-site impact of a release, considering the exigency of the circumstances), but in no case later than one hour after learning of the discharge. (An emergency condition is any condition which could reasonably be expected to endanger the health and safety of the public, cause significant adverse impact to the land, water, or air environment, or cause severe damage to property.) Notification required by this section will be made regardless of the amount of discharge. Prompt Notification Procedures are listed in Section D.6.c. of these standard conditions.

A written report shall be provided within seven calendar days after the notification. The report shall contain the information listed in Section D.6.d. of these standard conditions and any additional information in LAC 33:1.3925.B.

b. Prompt Notification

As required by LAC 33:1.3917, in the event of an unauthorized discharge that exceeds a reportable quantity specified in LAC 33:1.Subchapter E, but does not cause an emergency condition, the discharger shall promptly notify the department within 24 hours after learning of the discharge. Notification should be made to the Office of Environmental Compliance, Surveillance Division Single Point of Contact (SPOC) in accordance with LAC 33:1.3923.

In accordance with LAC 33:1.3923, prompt notification shall be provided within a time frame not to exceed 24 hours and shall be given to the Office of Environmental Compliance, Surveillance Division Single Point of Contact (SPOC) as follows:

(1) by the Online Incident Reporting screens found at http://www3.deg.louisiana.gov/surveillance/inf/forms/ ;or

form_7027_r05 4/25/07

- (2) by e-mail utilizing the Incident Report Form and instructions found at http://www.deq.louisiana.gov/portal/Default.aspx?tabid=279;or
- (3) by telephone at (225) 219-3640 during office hours, or (225) 342-1234 after hours and on weekends and holidays.
- c. <u>Content of Prompt Notifications</u>. The following guidelines will be utilized as appropriate, based on the conditions and circumstances surrounding any unauthorized discharge, to provide relevant information regarding the nature of the discharge:
 - (1) the name of the person making the notification and the telephone number where any return calls from response agencies can be placed;
 - (2) the name and location of the facility or site where the unauthorized discharge is imminent or has occurred, using common landmarks. In the event of an incident involving transport, include the name and address of the transporter and generator;
 - (3) the date and time the incident began and ended, or the estimated time of continuation if the discharge is continuing;
 - (4) the extent of any injuries and identification of any known personnel hazards that response agencies may face;
 - (5) the common or scientific chemical name, the U.S. Department of Transportation hazard classification, and the best estimate of amounts of any and all discharged pollutants;
 - (6) a brief description of the incident sufficient to allow response agencies to formulate their level and extent of response activity.
- d. Written Notification Procedures. Written reports for any unauthorized discharge that requires notification under Section D.6.a. or 6.b., or shall be submitted by the discharger to the Office of Environmental Compliance, Surveillance Division SPOC in accordance with LAC 33:IX.3925 within seven calendar days after the notification required by D.6.a. or 6.b., unless otherwise provided for in a valid permit or other department regulation. Written notification reports shall include, but not be limited to, the following information:
 - (1) the name, address, telephone number, Agency Interest (AI) number (number assigned by the department) if applicable, and any other applicable identification numbers of the person, company, or other party who is filing the written report, and specific identification that the report is the written follow-up report required by this section;
 - (2) the time and date of prompt notification, the state official contacted when reporting, the name of person making that notification, and identification of the site or facility, vessel, transport vehicle, or storage area from which the unauthorized discharge occurred;
 - (3) date(s), time(s), and duration of the unauthorized discharge and, if not corrected, the anticipated time it is expected to continue;
 - (4) details of the circumstances (unauthorized discharge description and root cause) and events leading to any unauthorized discharge, including incidents of loss of sources of radiation, and if the release point is subject to a permit:
 - (a) the current permitted limit for the pollutant(s) released; and
 - (b) the permitted release point/outfall ID.
 - (5) the common or scientific chemical name of each specific pollutant that was released as the result of an unauthorized discharge, including the CAS number and U.S. Department of Transportation hazard classification, and the best estimate of amounts of any and all released pollutants (total amount of each compound expressed in pounds, including calculations);

- (6) a statement of the actual or probable fate or disposition of the pollutant or source of radiation and what off-site impact resulted;
- (7) remedial actions taken, or to be taken, to stop unauthorized discharges or to recover pollutants or sources of radiation.
- (8) Written notification reports shall be submitted to the Office of Environmental Compliance. Surveillance Division SPOC by mail or fax. The transmittal envelope and report or fax cover page and report should be clearly marked "UNAUTHORIZED DISCHARGE NOTIFICATION REPORT."

Please see LAC 33:1.3925.B for additional written notification procedures.

- e. <u>Twenty-four Hour Reporting.</u> The permittee shall report any noncompliance which may endanger human health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and; steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The following shall be included as information which must be reported within 24hours:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit (see LAC 33:IX.2701.M.3.b.);
 - (2) Any upset which exceeds any effluent limitation in the permit;
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the state administrative authority in Part II of the permit to be reported within 24 hours (LAC 33:IX.2707.G.).
- 7 Other Noncompliance

The permittee shall report all instances of noncompliance not reported under Section D.4., 5., and 6., at the time monitoring reports are submitted. The reports shall contain the information listed in Section D.6.e.

Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the state administrative authority, it shall promptly submit such facts or information.

9. Discharges of Toxic Substances

In addition to the reporting requirements under Section D.1-8, all existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Office of Environmental Services, Water Permits Division as soon as they know or have reason to believe:

- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant:
 - listed at LAC 33:IX.7107, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - (1) One hundred micrograms per liter (100 µg/L);
 - (2) Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4 -dinitro-phenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
 - (3) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with LAC33:IX.2501.G.7; or
 - (4) The level established by the state administrative authority in accordance with LAC 33:IX.2707.F; or
 - ii. which exceeds the reportable quantity levels for pollutants at EAC 33:1. Subchapter E.

form_7027_r05 4/25/07

- b That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant:
 - i listed at LAC 33:IX.7107, Tables II and III (excluding Total Phenols) which is not limited in the-permit, if that discharge will exceed the highest of the following "notification levels":
 - (1) Five hundred micrograms per liter (500 µg/L);
 - (2) One milligram per liter (1 mg/L) for antimony;
 - (3) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with LAC 33:tX.2501.G.7; or
 - (4) The level established by the state administrative authority in accordance with LAC 33:IX.2707.F; or
 - ii. which exceeds the reportable quantity levels for pollutants at LAC 33:1. Subchapter E.

10. Signatory Requirements

All applications, réports, or information submitted to the state administrative authority shall be signed and certified.

- a. All permit applications shall be signed as follows:
 - (1) For a corporation by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:
 - (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or,
 - (b) The manager of one or more manufacturing, production, or operating facilities, provided: the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to ensure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and the authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

NOTE: DEQ does not require specific assignments or delegations of authority to responsible corporate officers identified in Section D.10.a.(1)(a). The agency will presume that these responsible corporate officers have the requisite authority to sign permit applications unless the corporation has notified the state administrative authority to the contrary. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions under Section D.10.a.(1)(b) rather than to specific individuals.

- (2) For a partnership or sole proprietorship by a general partner or the proprietor, respectively; or
- (3) For a municipality, state, federal, or other public agency by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes:
 - (a) The chief executive officer of the agency, or
 - (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).
- b. All reports required by permits and other information requested by the state administrative authority shall be signed by a person described in Section D.10.a., or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - (1) The authorization is made in writing by a person described in Section D.10.a. of these standard conditions;

- (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company, (a duly authorized representative may thus be either a named individual or an individual occupying a named position; and
- (3) The written authorization is submitted to the state administrative authority.
- Changes to authorization. If an authorization under Section D.10.b. is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Section D.10.b. must be submitted to the state administrative authority prior to or together with any reports, information, or applications to be signed by an authorized representative.
- d. <u>Certification</u>. Any person signing a document under Section D.10. a. or b. above, shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

11. Availability of Reports

All recorded information (completed permit application forms, fact sheets, draft permits, or any public document) not classified as confidential information under R.S. 30:2030(A) and 30:2074(D) and designated as such in accordance with these regulations (LAC 33:IX:2323 and LAC 33:IX:6503) shall be made available to the public for inspection and copying during normal working hours in accordance with the Public Records Act, R.S. 44:1 et seq.

Claims of confidentiality for the following will be denied:

- a. The name and address of any permit applicant or permittee;
- b. Permit applications, permits, and effluent data.
- c. Information required by LPDES application forms provided by the state administrative authority under LAC 33:IX.2501 may not be claimed confidential. This includes information submitted on the forms themselves and any attachments used to supply information required by the forms.

SECTION E. PENALTIES FOR VIOLATIONS OF PERMIT CONDITION

1 Criminal

a. Negligent Violations

The Louisiana Revised Statutes LA. R. S. 30:2076.2 provides that any person who negligently violates any provision of the LPDES, or any order issued by the secretary under the LPDES, or any permit condition or limitation implementing any such provision in a permit issued under the LPDES by the secretary, or any requirement imposed in a pretreatment program approved under the LPDES is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both. If a conviction of a person is for a violation committed after a first conviction of such person, he shall be subject to a fine of not more than \$50,000 per day of violation, or imprisonment of not more than two years, or both.

b. Knowing Violations

The Louisiana Revised Statutes LA, R. S. 30:2076.2 provides that any person who knowingly violates any provision of the LPDES, or any permit condition or limitation implementing any such provisions in a permit issued under the LPDES, or any requirement imposed in a pretreatment program approved under

form_7027_r05 4/25/07 the LPDES is subject to a fine of not less than \$5,000 nor more than \$50,000 per day of violation, or imprisonment for not more than 3 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person, he shall be subject to a fine of not more than \$100,000 per day of violation, or imprisonment of not more than six years, or both.

c. Knowing Endangerment

The Louisiana Revised Statutes LA. R. S. 30:2076.2 provides that any person who knowingly violates any provision of the LPDES, or any order issued by the secretary under the LPDES, or any permit condition or limitation implementing any of such provisions in a permit issued under the LPDES by the secretary, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000, or by imprisonment for not more than 15 years, or both. A person which is an organization shall, upon conviction of violating this Paragraph, be subject to a fine of not more than one million dollars. If a conviction of a person is for a violation committed after a first conviction of such person under this Paragraph, the maximum punishment shall be doubled with respect to both fine and imprisonment.

d. False Statements

The Louisiana Revised Statutes LA. R. S. 30:2076.2 provides that any person who knowingly makes any false material statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under the LPDES or who knowingly falsifies, tampers with, or renders inaccurate, any monitoring device or method required to be maintained under the LPDES, shall, upon conviction, be subject to a fine of not more than \$10,000, or imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this Subsection, he shall be subject to a fine of not more than \$20,000 per day of violation, or imprisonment of not more than 4 years, or both.

2. Civil Penalties

The Louisiana Revised Statutes LA. R. S. 30:2025 provides that any person found to be in violation of any requirement of this Subtitle may be liable for a civil penalty, to be assessed by the secretary, an assistant secretary, or the court, of not more than the cost to the state of any response action made necessary by such violation which is not voluntarily paid by the violator, and a penalty of not more than \$32,500 for each day of violation. However, when any such violation is done intentionally, willfully, or knowingly, or results in a discharge or disposal which causes irreparable or severe damage to the environment or if the substance discharged is one which endangers human life or health, such person may be liable for an additional penalty of not more than one million dollars.

(PLEASE NOTE: These penalties are listed in their entirety in Subtitle II of Title 30 of the Louisiana Revised Statutes.)

SECTION F. DEFINITIONS

All definitions contained in Section 502 of the Clean Water Act shall apply to this permit and are incorporated herein by reference. Additional definitions of words or phrases used in this permit are as follows:

- Clean Water Act (CWA) means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or the Federal Water Pollution Control Act Amendments of 1972) Pub.L.92-500, as amended by Pub.L. 95-217, Pub.L. 95-576, Pub.L. 96-483 and Pub.L. 97-117, 33 U.S.C. 1251 et. seq.).
- 2. <u>Accreditation</u> means the formal recognition by the department of a laboratory's competence wherein specific tests or types of tests can be accurately and successfully performed in compliance with all minimum requirements set forth in the regulations regarding laboratory accreditation.
- 3. <u>Administrator</u> means the Administrator of the U.S. Environmental Protection Agency, or an authorized representative.

- Applicable Standards and Limitations means all state, interstate and federal standards and limitations to which a discharge is subject under the Clean Water Act, including, effluent limitations, water quality standards of performance, toxic effluent standards or prohibitions, best management practices, and pretreatment standards under Sections 301, 302, 303, 304, 306, 307, 308 and 403.
- Applicable water quality standards means all water quality standards to which a discharge is subject under the Clean Water Act.
- 6. Commercial Laboratory means any laboratory, wherever located, that performs analyses or tests for third parties for a fee or other compensation and provides chemical analyses, analytical results, or other lest data to the department. The term commercial laboratory does not include laboratories accredited by the Louisiana Department of Health and Hospitals in accordance with R.S.49:1001 et seq.
- 7. <u>Daily Discharge</u> means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day. Cally discharge determination of concentration made using a composite sample shall be the concentration of the composite sample.
- 8. Daily Maximum discharge limitation means the highest allowable "daily discharge".
- 9. <u>Director</u> means the U.S. Environmental Protection Agency Regional Administrator, or the state administrative authority, or an authorized representative.
- 10. <u>Domestic septage</u> means either liquid or solid material removed from a septic tank, cesspool, portable toilet, Type III marine sanitation device, or similar treatment works that receives only domestic sewage. Domestic septage does not include liquid or solid material removed from a septic tank, cesspool, or similar treatment works that receives either commercial wastewater or industrial wastewater and does not include grease removed from grease trap at a restaurant.
- 11. <u>Domestic sewage</u> means waste and wastewater from humans, or household operations that is discharged to or otherwise enters a treatment works.
- 12. Environmental Protection Agency or (EPA) means the U.S. Environmental Protection Agency.
- 13. <u>Grab sample</u> means an individual sample collected over a period of time not exceeding 15 minutes, unless more time is needed to collect an adequate sample, and is representative of the discharge.
- 14. <u>Industrial user</u> means a nondomestic discharger, as identified in 40 CFR 403, introducing pollutants to a publicly owned treatment works.
- 15. LEQA means the Louisiana Environmental Quality Act.
- 16. Louisiana Pollutant Discharge Elimination System (LPDES) means those portions of the Louisiana Environmental Quality Act and the Louisiana Water Control Law and all regulations promulgated under their authority which are deemed equivalent to the National Pollutant Discharge Elimination System (NPDES) under the Clean Water Act in accordance with Section 402 of the Clean Water Act and all applicable fecteral regulations.

Monthly Average, other than for fecal coliform bacteria, discharge limitations are calculated as the sum of all "daily discharge(s)" measured during a calendar month divided by the number of "daily discharge(s)" measured during that month. When the permit establishes monthly average concentration effluent limitations or conditions, and flow is measured as continuous record or with a totalizer, the monthly average concentration means the arithmetic average (weighted by flow) of all "daily discharge(s)" of concentration determined during the calendar month where C = daily discharge concentration, F = daily flow and n = number of daily samples; monthly average discharge =

$$\frac{C_1F_1 + C_2F_2 + ... + C_nF_n}{F_1 + F_2 + ... + F_n}$$

When the permit establishes monthly average concentration effluent limitations or conditions, and the flow is not measured as a continuous record, then the monthly average concentration means the arithmetic average of all "daily discharge(s)" of concentration determined during the calendar month.

The monthly average for fecal coliform bacteria is the geometric mean of the values for all effluent samples collected during a calendar month.

- 18. National Pollutant Discharge Elimination System (NPDES) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 318, 402, and 405 of the Clean Water Act.
- 19. Severe property damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- 20. Sewage sludge means a solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to, domestic septage; scum or solids removed in primary, secondary, or advanced wastewater treatment processes; portable toilet pumpings, type III marine sanitation device pumpings (33 CFR part 159); and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works.
- 21. <u>Treatment works</u> means any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage and industrial wastes of a liquid nature to implement Section 201 of the Clean Water Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, sewage collection systems, pumping, power and other equipment, and their appurtenances, extension, improvement, remodeling, additions, and alterations thereof. (See Part 212 of the Clean Water Act)
- 22. For fecal coliform bacteria, a sample consists of one effluent grab portion collected during a 24-hour period at peak loads.
- 23. The term MGD shall mean million gallons per day.
- 24. The term mg/L shall mean milligrams per liter or parts per million (ppm).
- 25. The term ug/L shall mean micrograms per liter or parts per billion (ppb).
- 26. The term ng/L shall mean nanograms per liter or parts per trillion (ppt).

27 Weekly average, other than for fecal coliform bacteria, is the highest allowable arithmetic mean of the daily discharges over a calendar week, calculated as the sum of all "daily discharge(s)" measured during a calendar week divided by the number of "daily discharge(s)" measured during that week. When the permit establishes weekly average concentration effluent limitations or conditions, and flow is measured as continuous record or with a totalizer, the weekly average concentration means the arithmetic average (weighted by flow) of all "daily discharge(s)" of concentration determined during the calendar week where C = daily discharge concentration, F = daily flow and n = number of daily samples; weekly average discharge

$$= \frac{C_1F_1 + C_2F_2 + ... + C_nF_n}{F_1 + F_2 + ... + F_n}$$

When the permit establishes weekly average concentration effluent limitations or conditions, and the flow is not measured as a continuous record, then the weekly average concentration means the arithmetic average of all "daily discharge(s)" of concentration determined during the calendar week.

The weekly average for fecal coliform bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.

28. Sanitary Wastewater Term(s):

- a. 3-hour composite sample consists of three effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) over the 3-hour period and composited according to flow, or a sample continuously collected in proportion to flow over the 3-hour period.
- b. 6-hour composite sample consists of six effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) over the 6-hour period and composited according to flow, or a sample continuously collected in proportion to flow over the 6-hour period.
- c.12-hour composite sample consists of 12 effluent portions collected no closer together than one hour over the 12-hour period and composited according to flow, or a sample continuously collected in proportion to flow over the 12-hour period. The daily sampling intervals shall include the highest flow periods.
- d. <u>24-hour composite sample</u> consists of a minimum of 12 effluent portions collected at equal time intervals over the 24-hour period and combined proportional to flow or a sample continuously collected in proportion to flow over the 24-hour period.

Louisiana Department of Environmental Quality Office of Environmental Services

APPENDIX A

Louisiana Pollutant Discharge Elimination System (LPDES) General Permit LAG570430

McManus Construction, Inc.

Evergreen Landfill
Approximately 0.5 miles north of the intersection of Evergreen Road and Old Spanish Trail
Westlake, LA

Telephone Number: (337) 433-2959

In accordance with Part I, Section C, monitoring results shall be reported on a Discharge Monitoring Report (DMR) per the schedule specified. A DMR form must be completed for each wastewater discharge point (outfall) listed below. Instructions are provided on the back of the DMR form.

When completing a DMR form, the permittee shall place the discharge number of the corresponding wastewater discharge point in the "Discharge Number" box. The following is a list of the wastewater discharge point(s) from your facility with the assigned discharge number, discharge location, and the final effluent limitations and monitoring requirements:

Discharge Number	DischargeiLocation	Discharge Description	Final Effluent Limitations and Monitoring Requirements
Outfall 001	At the point of discharge from the landfill	Landfill wastewater	Part I, Section B, Schedule A, Fage 6 of 15

APPENDIX B

The following table is from LAC 33: IX.1123. Table 3. This is the most up-to-date listing, from the issue date of this general permit, of all the subsegments with the designated uses and criteria for various parameters. If a limitation refers to this table, it is suggested that the permittee also refer to the following web site for any updates or changes to this table.

http://www.deq.state.la.us/planning/regs/title33/33v09.pdf

	Table 3. Nur	nerical Criteria	and Desi	gnated	Uses	<u> </u>			
A-Prima	ry Contact Recreation; B-Secondary Co	ntact Recreation	; C-Propa	gation o	f Fish A	nd Wildli	fe; L-L	imited A	quatic
		Life and Wildl				-41 Dan		T.	
	D-Drinking Water Supply; E-Oyster Pro	pagation; F-Agr	nculture; C		naing N	aurai Kes	ource	Waters,	57 88545m21
'≉Code\$#				MARKET CO		Criteria		4 00 T	N TDSI
		Designated:		SU,	د بالله	(C)			
	Siram Decription						C		
15000	Atchafalaya River Basin (01)		OC MISTING	The same			TERY	40 m	×27.
010101	Atchafalaya River Headwaters and	ABC	65	70	5.0	6.5-	1	33	440
010101	Floodplain-Old River Control	1130		, -	0.0	8.5			
	Structure to Simmesport (Includes								1
	Old River Diversion Channel,		1						į
	Lower Red River, Lower Old			, '					
}	River)		}	[<u>_</u>					
010201	Atchafalaya River Mainstem-	ABCD	65	70	5.0	6.5-	1	33	440
	Simmesport to Whiskey Bay Pilot		•	ļ	1	8.5			
	Channel at mile 54								
010301	West Atchafalaya Basin Floodway-	ABC	65	70	5.0	6.5-	1	33	440
1	Simmesport to Butte LaRose Bay]	8.5		İ	
	and Henderson Lake						 	22	440
010401	East Atchafalaya Basin and	ABC	65	70	5.0	6.5- 8.5	1	33	440
·	Morganza Floodway South to I-10		1			0.5	ĺ	·	
010501	Canal	ABCD	65	70	5.0	6.5-	1	33	440
010501	Lower Atchafalaya Basin Floodway- Whiskey Bay Pilot	ABCD	65	,,,	3.0	8.5	1]]]	1.0
<u> </u>	Channel at mile 54 to U.S. Hwy. 90			{	1	0.5		[
	Bridge in Morgan City (includes]	}		ļ	}	,]
ł	Grand Lake and Six-Mile Lake)			i	ł	ļ			1
010502	Intracoastal Waterway (Morgan	ABC	65	70	5.0	6.5-	1	33	440
	City-Port Allen Route)-Bayon]			8.5	[1]
	Sorrel Lock to Morgan City		ľ		l		<u> </u>	<u> </u>	
010601	Crow Bayou, Bayou Blue and	ABC	80	50	5.0	6.0-	1	32	350
İ	Tributaries				<u> </u>	8.5			
010701	Bayou Teche-Berwick to Wax Lake	ABC	80	50	5.0	6.0-	1	32	350
L	Outlet					8.5	<u> </u>	<u> </u>	<u> </u>
010801	Lower Atchafalaya River-U.S.	ABC	500	150	5.0	6.5-	1	35	1,000
	Hwy. 90 Bridge in Morgan City to		1		1	9.0	1	1]
ł	Atchafalaya Bay, includes	1			1		1	l	}
	Sweetwater Lake and Bayou	}	}		1	1	1	į	1
	Shaffer		700	1:50	1	1	+-	1-25	1.000
010802	Wax Lake Outlet-From U.S. Hwy.	ABC	500	150	5.0	6.5- 9.0] 1	35	1,000
}	90 Bridge to Atchafalaya Bay,		ł		}	7.0	1	1	
5	includes Wax Lake	ì	1	Ì	I	<u> </u>	1	I .	l

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic:
Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pro				maing r			Waters;	
Code		SALES ENTRY	1987年	Transfer of the	を公司	Criteria	12.4	4.4.3.2	1000
- 1. V. V.			Z/ULNa	₹\$OÆ	DOS	学 H经	- B	e.G ₹	TOS:
		. Designated	1	10 - 1 - 2 - 2 - 2 - 2			AA.		
	Stream Description	TUSE OF	1	F		37 元	VC.	40 E	or &
010803	Intracoastal Waterway-Bayou	ABC	65	70	5.0	6.0-	1	32	44()
	Boeuf Lock to Bayou Sale	l	ł			8.5	1		
010901	Atchafalaya Bay and Delta and	ABCE	. N/A	N/A	5.0	6.5-	4	32	N/A
	Gulf Waters to the State three-mile	1				9.0	1		
1	lim it	ነ ·	\	1		1	Ì	1	}
建立生活	Barataria Basin (02)			4.04(2)	140 F 14	建工作员	140	V.FRE	
020101	Bayou Verret, Bayou Chevreuil,	ABCF	65	50	5.0	6.0-	1	32	43()
;	Bayou Citamon and Grand Bayou			-		8.5	_	1	
020102	Bayou Bocuf, Halpin Canal, and	ABCF	500	150	5.0	6.0-	1	32	1,000
	Theriot Canal	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	500	1.50	- · ·	8.5	.		1,000
020103	Lake Boeuf	ABC	500	150	5.0	6.0-	1	32	1,000
		1	500	100	5.0	8.5	•	32	1,000
020201	Bayou Des Allemands-Lac Des	ABCG	600	100	5.0	6.0-	1	32	1,320
	Allemands to Hwy. U.S. 90	, ADCO	000	100	٥.0	8.5	1 *	32	1,520
	(Scenic)					0.5		1	
020202	Lac Des Allemands	ABC	600	100	5.0	6.0-	1	32	1,320
		1.20	1	100	5.0	8.5	1 1		1,520
020301	Bayou Des Allemands Hwy. U.S.	ABCG	600	100	5.0	6.0-	1	32	1,320
	90 to Lake Salvador (Scenic)			100	3.0	8.5	•		1,520
020302	Bayou Gauche	ABC	600	100	5.0	6.0-	1	32	1,320
		,,,,,	000	100	3.0	8.5	•	-	1,520
020303	Lake Cataouarche and Tributaries	ABC	500	150	5.0	6.0-	1	32	1,000
			500		5.0	8.5	1	"-	1,000
020304	Lake Salvador	ABC	600	100	5.0	6.0-	1	32	1,320
		''	1			8.5	"	"-	1,020
020401	Bayou Lafourche-Donaldsonville	ABCD	70	55	5.0	6.0-	1	32	500
	to Intracoastal Waterway at Larose					8.5	-		
020402	Bayou Lafourche-Intracoastal	ABC	N/A	N/A	4.0	6.5-	1	32	N/A.
-	Waterway at Larose to Yankee		- " -			9.0	_	1	
	Canal (Estuarine)					1	1	}	Ì
020403	Bayou Lafourche-Yankee Canal	ABCE	N/A	N/A	4.0	6.5-	4	32	N/A.
	and Saltwater Barrier to Gulf of		<u> </u>	1	!	9.0			1
	Mexico (Estuarine)		Ì					·	
020501	St. Charles Parish Canals and	ABC	65	50	5.0	6.0-	1	32	430
	Bayous in Segment 0205				ľ	8.5		1	
020601	Intracoastal Waterway-Bayou	ABC	N/A	N/A	4.0	6.5-	1	35	N/A.
ļ	Villars to Mississippi River		ļ	ļ	ļ	9.0	ļ	ļ	İ
	(Estuarine)						-	1	l
020701	Bayou Segnette-Origin to Bayou	ABC	600	100	5.0	6:0-	1	32	1,320
	Villars]			8.5		<u></u>	
020801	Intracoastal Waterway-Larose to	ABC	N/A	N/A	4.0	6.5-	1	35	N/A.
ļ	Bayou Villars and Bayou Barataria				İ	9.0		1	į
	(Estuarine)					<u> </u>			
020802	Bayou Barataria/Barataria	ABC	N/A	N/A	4.0	6.5-	ī	35	N/A.
ļ	Waterway-Intracoastal Waterway to]		9.0]	1	
<u> </u>	Bayou Rigolettes (Estuarine)			<u> </u>		<u>L</u>		<u> </u>	

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pro	paganon; r-Agi	iculture, C	J-Ouisia	umig iv	atti at ites	36 17 1	1. 1. 4. 5	. 3.327.
- Code									a TTiS
			爱CL 数	1	24 14 14 14	1.116.7833.4		# 5 E	
4.4		Designated			40		A C		
	Stream Description	ABCE	N/A	N/A	4.0	6.5-	4	35	N/A
020901	Bayou Rigolettes and Bayou Perot to Little Lake (Estuarine)					9.0			<u></u>
020902	Little Lake (Esmarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
020903	Barataria Waterway (Estuarine)	ABC	N/A	N/A	4.0	6.5- 9.0	1	35	N/A
020904	Wilkinson Canal and Wilkinson Bayou (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
020905	Bayou Moreau (Escuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
020906	Bay Rambo (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
020907	Bay Sansbois and Lake Washington (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
021001	Bastian Bay, Adams Bay, Scofield Bay, Coquette Bay, Tambour Bay, Spanish Pass, and Bay Jacques (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 8.5	4	35	N/A
021101	Barataria Bay (including Caminada Bay, Hackberry Bay, Bay Batiste, and Bay Long) (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
021102	Barataria Basin Coastal Bays and Gulf Waters to the State three-mile	ABCE	N/A	N/A	5.0	6.5- 9.0	4	32	N/A
APPENDED.	Calcasien River, Basin (03)	The Contract of the Contract o	本的	即同學院		學的學			全国的 。
030101	Calcasieu River-Headwaters to La. Hwy. 8	ABCF	65	35	5.0	6.0- 8.5	1	32	225
030102	Calcasieu River-La. Hwy. 8 to the Rapides-Allen Parish line (Scenic)	ABCFG	65	35	5.0	6.0- 8.5	1	32	225
030103	Calcasien River-Rapides-Allen Parish line to confluence with Marsh Bayou (Scenic) [10]	ABCFG- [10]	65	35	5.0	6.0- 8.5	1	32	225
030103- 04075	Kinder Ditch-Headwaters (unnamed tributary) to confluence with Calcasieu River	BC	65	35	3.0	6.0- 8.5	1	32	225
030104	Mill Creek-Headwaters near Elizabeth to Calcasieu River	ABC	60	60	5.0	6.0- 8.5	1	32	250
030201	Calcasieu River-Confluence with Marsh Bayou to Saltwater Barrier (Scenic) [11]	ABCFG-	350	40	[1]	6.0- 8.5	1	32	5:00
030301	Calcasieu River and Ship Channel- Saltwater Barrier to Moss Lake (Estuarine) (Includes Coon Island and Clooney Island Loops)	ABC	N/A	N/A		6.0- 8.5	1	35	AVI
030302	Lake Charles	ABC	N/A	N/A	5.0	6.0- 8.5	1	35	IVA

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pro	opagation; F-Ag	gation; F-Agriculture; G-Outstanding Natural Resource Waters;									
Code		国家汽车 数		\$45°		Criteria	A STATE OF THE PARTY.	100	والماء والمراجعة ووالموا			
	Stream Description	Designated . Uses	承性验	SO.		pH 1	B. A. F. C. S.	36.65	TDS			
030303	Prien Lake	ABC	N/A	N/A	5.0	6.0- 8.5	1	35	N/A			
030304	Moss Lake (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	35	N/A			
030305	Contraband Bayou (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	35	N/A			
030306	Bayou Verdine (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	35	N/A			
030401	Calcasieu River-Calcasieu Ship Channel Below Moss Lake to the Gulf of Mexico (Estuarine) (Includes Monkey Island Loop)	ABCE	N/A	N/A	4.0	6.0- 8.5	4	35	N/A			
030402	Calcasieu Lake	ABCE	N/A	N/A	5.0	6.0- 8.5	4	32	N/A			
030403	Black Lake (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	35	N/A			
030501	Whiskey Chitto Creek-Headwaters to southern boundary of Fort Polk Military Reservation	ABC	20	20	5.0	6.0- 8.5	1	30	150			
030502	Whiskey Chitto Creek-From the southern boundary of Fort Polk Military Reservation to its entrance into the Calcasieu River (Scenic)	ABCG	20	20	5.0	6.0- 8.5	1	30	150			
030503	East and West Forks of Six Mile Creek-Headwaters to the southern boundary of Fort Polk Military Reservation	ABC	20	20	5.0	6.0- 8.5	1	30	150			
030504	Six Mile Creek-Including the East and West Forks from the southern boundary of Fort Polk Military Reservation to its entrance into Whiskey Chitto Creek (Scenic)	ABCG	20	20	5.0	6.0- 8.5	1	30	150			
030505	Ten Mile Creek-Headwaters to its entrance into Whiskey Chitto Creek (Scenic)	ABCG	20	20	5.0	6.0 8.5	1.	30	150			
030506	Bundicks Creek-Headwaters to Bundicks Lake	ABC	20	20	5.0	6.0- 8.5	1	30	150			
030507	Bundicks Lake	ABC	20	20	5.0	6.0- 8.5	i	30	150			
030508	Bundicks Creek-From Bundicks Lake to Whiskey Chitto Creek	ABC	20	20	5.0	6.0- 8.5	1	30	150			
030601	Barnes Creek-Headwaters to entrance of Little Barnes Creek	ВC	60	60	[2]	6.0- 8.5	2	30	150			
030602	Barnes Creek-From entrance of Little Barnes Creek to confluence with Calcasieu River	ABC	60	60	5.0	6.0- 8.5	1	32	250			

A-Primary Contact Recreation; B-Secondary Contact Recreation, C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; B-Oyster Pro	pagation; r-Agi		J-Outside	monig r	Author No.	71	Waters,	Charles (chira
Code 1		Q MARKET	\$ 30% P			Criteria		A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
建筑的			Z,CL/ ;;	SO₄.	DQ.		3.5	*#Q%	TI)S
		Designated			+ 25	73.17			Ly to La Ve
《诗》 英:	Stream Description	Sty Uses	4.3	计型设计	253		₹ C ff	21.25	320 120
030603	Marsh Bayou-Headwaters to	ABC	60	60	5.0	6.0-	1	32	250
	Calcasieu River			[ļ	8.5		l _	t
030701	Bayou Serpent	ABCF	250	75	5.0	6.0-	1	32	3(10
050701	Bayou ociponi			1		8.5]	
030702	English Bayou-Headwaters to	ABCF	250	75	[3]	6.0-	1	32	300
030702	Calcasieu River			'	[-,	8.5] -		
020801	West Fork Calcasieu River-From	ABCF	250	75	[3]	6.0-	1	34	500
030801	confluence with Beckwith Creek	Y DC1		"	[-]	8.5	1	1	
	and Hickory Branch to Calcasieu		1			""	ł		İ
1	River]]						1
000000	Hickory Branch-Headwaters to	ABCF	250	75	5.0	6.0-	ı	32	500
030802		ABCF	250	l ' ⁻	5.0	8.5	1 *		5.75
	West Fork Calcasieu River	ARCE	25	25	5.0	6.0-	1	32	100
030803	Beckwith Creek-Headwaters to	ABCF	25	45	3.0	8.5	'	32	, ,,,,
	West Fork Calcasieu River			 			 -		500
030804	Little River-Headwaters to West	ABC	250	75	[3]	6.0-	1	34	טגוכ
<u> </u>	Fork Calcasieu River		<u> </u>	Ļ		8.5		 _	
030805	Indian Bayou-Headwaters to West	ABCF	250	75	[3]	6.0-	1	34	500
	Fork Calcasieu River				<u> </u>	8.5		<u> </u>	<u> </u>
030806	Houston River -From junction with	ABCF	250	75	[3]	6.0-	1	32	500.
020000	Bear Head Creek at Parish Road to		1	1	1	8.5	l	1	(3)
	West Fork Calcasieu River			<u>L</u>	<u> </u>	<u> </u>	<u></u>	<u> </u>	<u> </u>
030807	Bear Head Creek-Headwaters to	ABC	250	75	5.0	6.0-	1	32	500
00000	junction with Houston River at	1	1	1		8.5		1	1
	Parish Road	İ		1	l _	<u> </u>	l	1	<u> </u>
030901	Bayou D'Inde-Headwaters to	ABC	N/A	N/A	4.0	6.5-	1	35	N/A
050701	Calcasieu River (Estuarine)	1	1			8.5		1	İ
031001	Bayou Choupique-Headwaters to	ABC	N/A	N/A	4.0	6.0-	1	35	N/A
031001	Intracoastal Waterway (Estuarine)]		8.5	1		
031002	Intracoastal Waterway-West	ABC	N/A	N/A	4.0	6.0-	i	35	N/A
031002	Calcasieu River Basin Boundary to	ADC	''''	''''	"	8.5	-	1	
	Calcasieu Lock (Estuarine)	ŀ						1	
031101	Intracoastal Waterway-Calcasieu	ABC	250	75	5.0	6.5-	1	32	500
031101	Lock to East Calcasieu River Basin	ABC	250	1 "	5.0	9.0	1	"-	
	Boundary	i .	1		1	1	1	1	
004001		ABCE	N/A	N/A	5.0	6.0-	4	32	N/A
031201	Calcasieu River Basin-Coastal	ABCE	I N/A	IVA	1 3.0	9.0	1 7	1 32	1 '""
	Bays and Gulf Waters to the State			1		7.0	Į.		
	three mile limit	19172 (1968 9 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<u> </u>	1 1	Error	in a di ilazi i	O Carrier	المراكزة معالم	S. (4) J. (6) (7)
	Lake Pontchartrain Basin (04)	明的情况 。	计图图数	# 1 July	ا <u>، د ۲</u>	**************************************	1	7.77.75	<u> </u>
040101	Comite River-From Little Comite	ABC	2.5	10	5.0	6.0-	1	32	150
	Creek and Comite Creek at	1		1	1	8.5	į	1	
	Mississippi State Line to Wilson-		1	1	1				
	Clinton Hwy. (East Feliciana	1	1	1		İ		1	1
	Parish)			<u> </u>	<u> </u>		4	 	
040102	Comite River-Wilson-Clinton Hwy.	ABCG	25	10	5.0	6.0-	1	32	150
	to entrance of White Bayou (East	1	1		1	8.5			
	Baton Rouge Parish) (Scenic)	<u> </u>	<u></u>						

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pr	opagation; F-Ag							
Code		一种企业			ien e	Criteria	起拍	112	331234
100			M CLA	SSO	ADO.	# pH	₹B	C:	TDS-
3.783		Designated	The state of the s	170	10 20 m	11 7 2 2 2 7 7 7 7	E A	品的线点	- A
The Control of	Stream Description	See Uses 1887	S. C.	語為	经验		E C	超速度	B. 12
040103	COMITE MACIA ENTRAINCE OF A TIME	ABC	25	10	5.0	6.0-	1	32	150
	Bayou to Amite River					8.5	<u> </u>	<u> </u>	ļ
040201	Bayou Manchac-Headwaters to	ABC	25	10	5.0	6.0-	1	32	150
	Amite River	L	i	,		8.5]		j ·
040301	Amite River-Mississippi State Line	ABCG	25	10	5.0	6.0-	1	32	150
1	to La. Hwy. 37 (Scenic)	}		\	}	8.5		}	
040302	Amite River-La. Hwy. 37 to Amite	ABC	25	10	5.0	6.0-	1	32	150
	River Diversion Canal	ļ				8.5			
040303	Amite River-Amite River	ABC	25	10	5.0	6.0-	1	32	150
	Diversion Canal to Lake Manrepas					8.5	·]	
040304	Grays Creek-Headwaters to Amite	ABC	25	10	5.0	6.0-	ì	32	150
	River			""		8.5	•	32	150
040305	Colyell Creek System (includes	ABC	25	10	5.0	6.0-	1	32	150
	Colyell Bay)		_		5.0	8.5	1	32	150
040401	Blind River-From Amite River	ABCG	250	75	4.0	6.0-	1	30	500
'	Diversion Canal to mouth at Lake	11200		/-	[9]	8.5	1	30	300
	Maurepas (Scenic)				(2)	0.5			
040402	Amite River Diversion Canal	ABC	25	10	5.0	6.0-	1	32	150
1				10	5.0	8.5	1	32	150
040403	Blind River-Source to confluence	ABCG	250	75	3.0	6.0-	1	30	500
,	with Amite River Diversion Canal	11200	2.50	,,	[9]	8.5	1	30	300
	(Scenic)				[-]	0.5			
040404	New River-Headwaters to New	ABC	250	75	5.0	6.0-	1	30	500
. j	River Canal					8.5	1	20	500
040501	Tickfaw River-From Mississippi	ABCG	10	5	5.0	6.0-	1	30	55
	State Line to La. Hwy 42 (Scenic)	1		Ť		8.5		30	
040502	Tickfaw River-La. Hwy. 42 to Lake	ABC	10	5	5.0	6.0-	1	30	55
	Maurepas			- 1		8.5	•	30	
040503	Natalbany River-Headwaters to	ABC	30	20	5.0	6.0-	i	30	150
l	Tickfaw River				2.0	8.5	•	30	150
040504	Yellow Water River-Origin to	ABC	30	20	5.0	6.0-	ī	30	₁₅₀
1	Ponchatoula Creek]		2.0	8.5	,	.50	130
040505	Ponchatoula Creek and	ABC	30	20	5.0	6.0-	1	30	150
1	Ponchatoula River		- 1		3.5	8.5	•	50	150
040601	Pass Manchac-Lake Maurepas to	ABC	1,600	200	5.0	6.5-	1	32	3,000
	Lake Pontchartrain		2,000		5.0	9.0	•	J2	3,000
040602	Lake Maurepas	ABC	1,600	200	5.0	6.0-	1	32	3,000
			1,000		ا ۵۰۰	8.5	1	32	3,000
040603	Selsers Creek-Origin to South	ABC	30	20	5.0	6.0-	1	30	150
	Slough			-~	5.0	8.5	*	٠,٠	130
040604	South Slough-Includes Anderson	ABC	30	20	5.0	6.0-	$\frac{1}{1}$	30	150
.]	Canal to		~	}	I	8.5	•	50	130
1	I-55 borrow pit			į	ļ		ļ		
040701	Tangipahoa River-Mississippi State	ABCG	30	10	5.0	6.0-	1	30	140
	Line to I-12 (Scenic)				5	8.5	•		170
040702	Tangipahoa River-From I-12 to	ABC	30	10	5.0	6.0-	1	30	140
	Lake Pontchartrain]		}		8.5	1		0
			بليي ـــــــــــــــــــــــــــــــــــ					<u>. </u>	

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

Code	D-Drinking water Supply, E-Cyster Fro	Pagaron, 1 Ag				Criteria:			49 e . 1
				-SO.		PH:	В	S°C∑	TITIS.
		Designated :		7.7	Value		A C		
040703	Stream Description Big Creek and Tributaries	ABC	20	20	5.0	6.0-	1	30	140
	Headwaters to confluence with					8.5		})
040704	Tangipahoa River Chappepeela Creek-From La. Hwy.	ABCG	20	20	5.0	6.0-	1	30	140
040704	1062 to its entrance into the	ABCO	20	1 ~	3.0	8.5	•		
'	Tangipahoa River		<u></u>				<u> </u>		
040801	Tchefuncte River and Tributaries— Headwaters to confluence with	ABCG	20	10	5.0	6.0- 8.5	1	30	1)0
	Bogue Falaya River (Scenic)	ļ	j]		<u> </u>	
040802	Lower Tchefuncte River-From the	ABCG	850	135	5.0	6.0-	1	30	1,850
	Bogue Falaya River down to La. Hwy. 22, excluding any tributaries	<u> </u> 	İ	1		8.5		}	1
	from the Bogue Falaya River south					1		1	1
040803	to La. Hwy. 22 (Scenic) Lower Tchefuncte River-From La.	ABC	850	135	4.0	6.0-	1	30	1,850
040803	Hwy. 22 to Lake Pontchartrain	ABC	850	155	1.0	8.5	1		2,000
	(Estuarine)		<u> </u>			-	1	30	110
040804	Bogue Falaya River-Headwaters to Tchefuncte River (Scenic) [12]	ABCG- [12]	20	10	5.0	6.0- 8.5	, ,	30	110
040805	Chinchuba Swamp Wetland -	BC	[23]	[23]	[23]	[23]	2	[23]	[23] -
	forested wetland located 0.87 miles southwest of the City of	1		1	1	ļ	}		24.4
,	Mandeville, southeast of the			İ	Ì				
	Sanctuary Ridge, and north of Lake Pontchartrain		ĺ	1		İ	\	1	
040806	East Tchefuncte Marsh Wetland -	BC	[23]	[23]	[23]	[23]	2	[23]	[::3]
,	fresh water and brackish marsh		1			1			ļ
	located just west of the City of Mandeville, bounded on the south	}	}		1.]	}	}	}
	by Lake Pontchartrain, the west by				İ		1		
	the Tchefuncte River, the north by Hwy. 22, and the east by the					}	1	ł	1
	Sanctuary Ridge			<u>.</u>	<u> </u>	1	<u> </u>	<u> </u>	<u> </u>
040901	Bayou LaCombe-Headwaters to U.S. 190 (Scenic)	ABCG	30	30	5.0	6.0- 8.5	1	30	150
040902	Bayou LaCombe-U.S. 190 to Lake	ABCG	835	135	4.0	6.0-	 1	32	1,850
(Pontchartrain (Scenic) (Estuarine)			 	1	8.5	 	 	 -,
040903	Bayou Cane-Headwaters to U.S. Hwy, 190 (Scenic)	ABCG	30	30	5.0	6.0- 8.5	1	30	150
040904	Bayou Cane-U.S. Hwy. 190 to	ABCG	N/A	N/A	4.0	6.0-	1	32	N/A
•	Lake Pontchartrain (Scenic)					8.5	1		ļ
040905	(Estuarine) Bayou Liberty-Headwaters to La.	ABC	250	100	5.0	6.0-	+	32	500
	Hwy. 433	1100			<u> </u>	8.5			1
040906	Bayou Liberty-La. Hwy. 433 to	ABC	N/A	N/A	4.0	6.0- 8.5	1	32	NVA
	confluence with Bayou Bonfouca (Estuarine)			1	1	6.7			

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

Œ Code⊊	ENGLISHED STORY OF THE SECOND	LERGH THERESES	WAR THE			Criferia.		ri de la companya de la companya de la companya de la companya de la companya de la companya de la companya de	第二人称称
			MA CITE	36U 3		SpH W		#:C	TDS
		Designated H				329	数级		医温息
	Stream Description	Usesta			多 多	260	C		
040907	Bayou Bonfouca-Headwaters to La. Hwy. 433	ABC	250	100	5.0	6.0- 8.5	1	32	500
040908	Bayou Bonfouca-La. Hwy. 433 to	ABC	N/A	N/A	4.0	6.0-	1	32	N/A
	Lake Pontchartrain (Estuarine)		IV/A	N/A	4.0	8.5	1	32	
040909	W-14 Main Diversion Canal-from its origin in the north end of the City of Slidell to its junction with Salt Bayou	ABC[4]	N/A	N/A	[4]	6.0- 8.5	1	32	N/A
040910	Salt Bayou-Headwaters to Lake Pontchartrain (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	32	N/A
040911	Grand Lagoon-Grand Lagoon and Associated Canals (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	32	N/A
041001	Lake Pontchartrain-West of Hwy. 11 Bridge (Estuarine)	ABC	N/A	N/A	4.0	6.5- 9.0	1	32	N/A
041002	Lake Pontchartrain-East of Hwy. 11 Bridge (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	32	Ν⁄Α
041101	Bonnet Carre Spillway	ABC	250	75	5.0	6.0- 8.5	1	30	500
041201	Bayou Labranche-Headwaters to Lake Pontchartrain (Scenic) (Estuarine)	ABCG	N/A	N/A	4.0	6.0- 8.5	1	32	N/A
041202	Bayou Trepagnier-Norco to Bayou Labranche (Scenic) (Estuarine)	ABCG	N/A	N/A	4.0	6.0- 8.5	1	32	N/A
041203	Duncan Canal (Parish Line Canal)— From source at Kenner corporation limits to Lake Pontchartrain (Estuarine)	ABC	N/A	N/A	4.0	6.5- 8.5	1	32	N/A
041301	Bayou St. John (Scenic) (Estuarine)	ABCG	N/A	N/A	4.0	6.0- 8.5	1	32	N/A
041302	Lake Pontchartrain Drainage Canals, Jefferson and Orleans Parishes (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	32	N/A
041401	New Orleans East Leveed Waterbodies (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	32	N/A
041501	Inner Harbor Navigation Canal- Mississippi River Lock to Lake Pontchartrain (Estuarine)	ABC	N/A	N/A	4.0	6.5- 9.0	1	35	N/A
041601	Intracoastal Waterway-Inner Harbor Navigation Canal to Chef Menteur Pass (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
041701	Rigolets (Estuarine)	ABC	N/A	N/A	4.0	6.5- 9.0	1	32	N/A
041702	Bayou Sauvage-New Orleans hurricane protection levee to Chef Menteur Pass and Chef Menteur Pass (Estuarine)	ABC	N/A	N/A	4.0	6.5- 9.0	1	32	N/A

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Dinking water Supply, 12-Oyster Fit	WEL CLUB TOO	POWS R	TT STORY	13 -: 1	Criteria.	क्षा ५५३	71 m	¥
िCode स							⊈B.≇		See a series (CA)
200			2000	LOU!	, nos	pH	T.D.		"TDS
73.5		Designated							
新疆路	Stream Description	Uses 223	CHECK STATE	2. 2. 8.	- # 1. 3-3-10.	9.000 E	E 1,400	20	TO THE PARTY.
041703	Intracoastal Waterway-From Chef	ABCE	N/A	N/A	4.0	6.5-	4	32	N/A
	Menteur Pass to Mississippi		ļ]	9.0			
	StateLine at Rigolets (Estuarine)		22/1	27/4				- 22	N/4
041704	Lake St. Catherine	ABC	N/A	N/A	5.0	6.5-	1	32	N/A
				\	10	9.0			
041801	Bayou Bienvenue-Headwaters to	ABC	N/A	N/A	4.0	6.5-	1	35	N/A
	Hurricane Gate at Mississippi River					9.0	ŀ		[
	Gulf Outlet (Estuarine)		1		1	 -	 	- 25	1 27.4
041802	Bayou Chaperon-Origin to end	ABCG	N/A	N/A	4.0	6.5-	1	35	N/A
	(Scenic)(Estuarine)				 	9.0			
041803	Bashman Bayou-Origin to Bayou	ABCG	N/A	N/A	4.0	6.5-	1	35	N/A
	Dupre (Scenic) (Estuarine)			<u> </u>		9.0		ļ	<u> </u>
041804	Bayou Dupre-Lake Borgne Canal	ABCG	N/A	N/A	4.0	6.5-	I	35	N/A
	to Terre Beau Bayon (Scenic)		Ì		1	9.0		1	
,	(Estuarine)	<u> </u>	ļ	<u> </u>	 				
041805	Lake Borgne Canal (Violet Canal)-	ABCG	N/A	N/A	4.0	6.5-	1	35	N/A
	Mississippi River siphon at Violet	•	1	1	ſ	9.0		[{
	to Bayou Dupre (Scenic)	1		1	l		1	ļ	
	(Estuarine)			 			 		
041806	Pirogue Bayou-Bayou Dupre to	ABCG	N/A	N/A	4.0	6.5	1	35	N'A
	New Canal (Scenic) (Estuarine)	<u> </u>	<u> </u>	 	ļ	9.0	<u> </u>		
041807	Terre Beau Bayou-Bayou Dupre to	ABCG	N/A	N/A	4.0	6.5	1	35	N/A
	New Canal (Scenic) (Estuarine)			<u> </u>		9.0	ļ	├	
041808	New Canal (Estuarine)	ABC	N/A	N/A	4.0	6.5-	1	35	N/A
ŀ	<u> </u>		<u> </u>	ļ	<u> </u>	9.0	<u> </u>	<u> </u>	
041809	Poydras-Verret Marsh Wetland-	ВC	[17]	[17],	[17]	[17]	2	[17]	[17]
	Forested and marsh wetland located	}	1)	}	1	1	1	j
	1.5 miles north of St. Bernard,		Ì			1		1	1
	Louisiana in St. Bernard Parish-			1	1	1			
	south of Violet Canal, and northeast		1	i	1			1	İ
	of Forty Arpent Canal	1 2 6 7	1 NY/A	N/A	5.0	6.5-	4	35	N/A
041901	Mississippi River Gulf Outlet-	ABCE	N/A	N/A	3.0	9.0	1 *	33	NA
	Intracoastal Waterway to Breton			1	ì	9.0		i	
	Sound (mile 30)	A D C E	77/4	77/4	F.0	6.5-	4	35	N/A
042001	Lake Borgne	ABCE.	N/A	N/A	5.0	9.0	1	33	ANDA
0.0000		A D C D C	NT/A	N/A	1 40	6.5-	4	35	N/A
042002	Bayou Bienvenue-Bayou Villere to	ABCEG	· N/A	I N/A	4.0	9.0	"	ا عد	IN/A
	Lake Borgne (Scenic) (Estuarine)	ARGE	N7/A	NT/A	1-40		4	35	N/A
042003	Bayou La Loutre-Mississippi River	ABCE	N/A	N/A	4.0	6.5- 9.0	"	33	IN/A
	Gulf Outlet to Chandeleur Sound	Ĭ		1		7.0			
040654	(Estuarine)	ARGE	AT/A	NIA	10	6.5-	4	35	N/A
042004	Bayou Bienvenue-Mississippi	ABCE	N/A	N/A	4.0	9.0	4	33	L MANY
	River Gulf Outlet to Bayou Villere (Estuarine)			1	1	7.0		1	
040:0:		ARCE	N/A	N/A	4.0	6.5-	+ 4	35	N/A
042101	Bayou Terre Aux Boeufs	ABCE	IWA	INA	4.0	9.0	"	رد ا	I NOW
	(Estuarine)	<u> </u>		1		7.0	1		

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pr	opagation; F-Ag	riculture; (G-Outsta					
Code		PARTY E	设金属			Criteria			
			CL	ESO.	5 DO:	pH2	B	6.2C3	I IDS:
		Designated	51 2				ZA.		等於不
	Stream Description	Uses :	西岸里	學是			₹Ç.	7	
042102	River Aux Chenes (Oak River) (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
042103	Bayou Gentilly-From Bayou Terre Aux Boeufs to Lake Petite (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
042104	Lake Petit	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
042105	Lake Lery	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
042201	Chandeleur Sound	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
042202	California Bay, Breton Sound	ABCE	N/A	ΝΆ	5.0	6.5- 9.0	4	35	N/A
042203	Bay Boudreau	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	:N/A
042204	Drum Bay	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
042205	Morgan Harbor	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
042206	Eloi Bay	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	A/VE
042207	Lake Lafortuna	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	IVA
042208	Bay Gardene, Black Bay, Lost Bayou, American Bay, and Bay Crabe	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	JV/A
042209	Lake Pontchartrain Basin Coastal Bays and Gulf Waters to State three-mile limit	ABCE	N/A	N/A	5.0	6.5- 9.0	4	32]√A
1000年	Mermentan River Basin (05)	100	reselvant.	YES Y	152 d 15	9-38-29	<u> </u>	3017	\$5.5E
050101	Bayou Des Cannes-Headwaters to Mermentau River	ABCF	90	30	[16]	6.0- 8.5	1	32	260
050102	Bayou Joe Marcel-Headwaters to Bayou Des Cannes	ABCF	90	30	[16]	6.0- 8.5	1	32	::60
050103	Bayou Mallet-Headwaters to Bayou Des Cannes	ABCF	90	30	[16]	6.0- 8.5	1	32	2:60
050201	Bayou Plaquemine Brule- Headwaters to Bayou Des Cannes	ABCF	90	30	[16]	6.0- 8.5	1	32	2:60
050301	Bayou Nezpique-Headwaters to Mermentau River	ABCF	90	30	[16]	6.0- 8.5	1	32	2:60
050302	Beaver Creek-Headwaters to confluence with Boggy Creek	ВС	90	30	[2]	6.0- 8.5	2	32	2:60
050303	Castor Creek-Headwaters to confluence with Bayou Nezpique	ABC	90	30	[16]	6.0- 8.5	1	32	260
050304	Bayou Blue-Headwaters to confluence with Bayou Nezpique	ABC	90	30	[16]	6.0- 8.5	1	32	260

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply, E-Cyster Fro	pagadon, 1-Ag	House Salas	Sec.	- 17.44 N	Criteria:	T 124 1 24	400 area	4.5 电步骤
Code A			ide Tier.	SO		c pH			TDS
		Designated			1000	100	A.	经的	733
	Stream Description		12.0	36.			E.G.	150	7.05
050401	Mermentau River-Origin to Lake Arthur	ABCF	90	30	[16]	6.0- 8.5	1	32	260
050402	Lake Arthur and Lower Mermentau River to Grand Lake	ABC	90	30	5.0	6.0- 8.5	1	32	2/50
050501	Bayou Queue de Tortue- Headwaters to Mermentau River	ABCF	90	30	[16]	6.0- 8.5	1	32	2:50
050601	Lacassine Bayou-Headwaters to Grand Lake	ABCF	90	10	[16]	6.0- 8.5	1	32	400
050602	Intracoastal Waterway-From the Calcasieu River Basin Boundary to the Mermentau River	ABCF	250	75	5.0	6.5- 9.0	1	32	500
050603	Bayou Chene-Includes Bayou Grand Marais	ABCF	90	10	5.0	6.5- 9.0	1	32	400
050701	Grand Lake	ABCF	250	75	5.0	6.5- 9.0	1	32	500
050702	Intracoastal Waterway-Mermentau River to Vermilion Locks	ABCF	250	75	5.0	6.0- 9.0	1	32	500
050703	White Lake	ABCF	250	75	5.0	6.5- 9.0	1	32	500
050801	Mermentau River-Catfish Point Control Structure to Gulf of Mexico (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
050802	Big Constance Lake and Associated Waterbodies (Estuarine)	ABC	N/A	N/A	4.0	6.5- 9.0	1	35	N/A
050901	Mermentan River Basin Coastal Bays and Gulf Waters to the State three-mile limit	ABCE	N/A	N/A	5.0	6.5- 9.0	4	32	N/A
	Wermilion Teche River Basin (06)	Property	2.49460	\$10 m	1		计特别		是是
060101	Spring Creek - Headwaters to Cocodrie Lake (Scenic)	ABCG	10	3	3.0	8.5	1	30	100
060102	Cocodrie Lake	ABC	10	5	[19]	6.0- 8.5	1	32	1.00
060201	Bayou Cocodrie-From U.S. Hwy. 167 to the Bayou Boeuf-Cocodrie Diversion Canal (Scenic)	ABCG	45	35	[19]	6.0- 8.5	1	32	100
060202	Bayou Cocodrie-From Cocodrie Diversion Canal to intersection with Bayou Boeuf	ABC	45	35	5.0	6.0- 8.5	1	32).00
060203	Chicot Lake	ABC	90	30	5.0	6.0- 8.5	1	32	:!60
060204	Bayou Courtableau-Origin to West Atchafalaya Borrow Pit Canal	ABC	65	70	[22]	6.0- 8.5	1	32	140
060206	Indian Creek and Indian Creek Reservoir	ABCD	10	5	5.0	6.0- 8.5	1	32	100

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

Code		223434							
WHITE TAKE		ESTATALE.	CL SO DON SON BREEFING						
		Designated			, DO	apH ₄ .	the Post	Tig:	(IDS
Sept.	Stream Description		學版	學是			C.		感感
060207	Bayou des Glaises Diversion	ABC	100	75	5.0	6.0-	1	32	500
	Channel/West Atchafalaya Borrow		100	''	٠.٠	8.5		32	.300
	Pit Canal-From Bayou des Glaises					V.2		1	
	to Bayou Courtableau	<u>'</u>							
060208	Bayou Boeuf-Headwaters to Bayou Courtableau	ABC	45	35	5.0	6.0- 8.5	1	32	100
060209	Irish Ditch/Big Bayou-Unnamed	ВС	45	35	[2]	6.0-	2	32	100
	Ditch to Irish Ditch (Ditch No. 1)				,-J	8.5	-		1.50
	to Big Bayou to Irish Ditch No. 2 to								
	Confluence with Bayou Rapides								
060210	Bayou Carron	ABC	40	30	5.0	6.0- 8.5	1	32	220
060211	West Atchafalaya Borrow Pit	ABC	65	70	5.0	6.0-	1	32	· 14 0
	Canal-From Bayou Courtableau to					8.5			
	Henderson, La., includes Bayou								
00000	Portage		7.0						
060212	Chatlin Lake Canal and Bayou	ABC	45	35	5.0	6.0-	ì	32	100
	Dulac-From Alexandria, La., to					8.5			
	Bayou des Glaises Diversion Canal (includes 0602 segment of Bayou	ļ ,							;
	Des Glaises)	l							
060301	Bayou Teche-Headwaters at Bayou	ABC	65	70	5.0	6.0-	1	32	· 140
	Courtableau to Keystone Locks and			′°	ا ۵.۷	8.5	,	32	, 14 0
	Dam	ļ				5.5]	•
060401	Bayou Teche-Keystone Locks and	ABC	80	50	5.0	6.0-	1	32	350
	Dam to Charenton Canal					8.5	-		
060501	Bayou Teche-Charenton Canal to	ABCD	80	50	5.0	6.0-	1	32	350
	Wax Lake Outlet		<u></u> _			8.5			: -
060601	Charenton Canal-From Charenton	ABC	250	75	5.0	6.0-	1	32	500
	Floodgate to Intracoastal Waterway,]		8.5		, J	
	includes Bayou Teche from Charenton to Baldwin	ł	ļ					İ	
060701		- 1							
200701	Tete Bayou	ABC	80	50	5.0	6.0-	1	32	350
060702	Lake Fausse Point and Dauterive	ARC		-50		8.5			
333,04	Lake	ABC	80	50	5.0	6.0- 8.5	1	32	350
060703	Bayou Du Portage	ABC	80	50	5.0		-,-	-22	-,50
		ABC	ou	JU	ا 0.د	6.0- 8.5	1	32	350
060801	Vermilion River-Headwaters at	ABCF	230	70	5.0	6.0-	1	32	140
1	Bayou Fusilier-Bourbeaux junction		250	,,,	J.V	8.5	1	J2	' '''' '
ļ	to New Flanders (Ambassador		ł		İ		. [
	Caffery) Bridge, Hwy. 3073		Ī	-		1		1	į
	Vermilion River-From New	ABCF	230	70	[6]	6.0-	1	32	440
	Flanders (Ambassador Caffery)	ļ		·	-	8.5	-		
	Bridge, Hwy. 3073, to Intracoastal	}	}	ļ		ļ	ŀ		
<u></u> <u>_</u>	Waterway			1					i

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pro	paganon; r-Agr	iculture; C	J-Ouisia Marie 1	nome is	Criteria:		Waters,	
Code		14.44.16E	ELAL SAFE	32 h673	U 3 56 3		34N)		TDS 7
			是CLA	SO.	DO	T-pH-	7. A.	E. S.	7 JUN 7
		Designated	(1)	1	をなった。	1	がない	接受	3-1. h
16 50	Stream Description		3 1	2 3 3 C	4.0	4.5	1.C.16	35	N/A.
060803'	Vermilion River Cutoff-From	ABC	N/A	N/A	4.0	6.5- 9.0	1	رد	IWA.
	Intracoastal Waterway to Vermilion		l			9.0	}	ł	1
	Bay (Estuarine)		- 	27/4	4.0	6.5-	 	35	N/A.
060804	Intracoastal Waterway-Vermilion	ABC	N/A	N/A	4.0	9.0	١ '	33	1412.
	Lock to Levee at Segment 0611 and					9.0	1	{	
	0608 boundary (Estuarine)		 -		<u> </u>	563	 -	(6)	[5]
060805	Breaux Bridge Swamp (Cyprière	ВС	[5]	[5]	[5]	[5]	2	[5]	[5]
	Perdue Swamp)-Forested wetland)	
	in St. Martin Parish, 0.5 mile (0.8		ļ]	ļ	1	l	i	1
	km) southwest of Breaux Bridge,				ļ	İ		i	
	La., southeast of La. Hwy. 94, west of Bayou Teche, east of the							[
	Vermilion River, and north of the	}		1			[[1
	Evangeline and Ruth Canals	•	1	1		1	1	1	ļ
060901	Bayou Petite Anse-Headwaters to	ABC	N/A	N/A	4.0	6.5-	1	35	N/A
	Bayou Cariin (Estuarine)		1			9.0	1	1	
060902	Bayon Carlin (Delcambre Canal)-	ABC	N/A	N/A	4.0	6.5-	1	35	N/A
000302	Lake Peigneur to Bayou Petite Anse		1322			9.0	İ		Ì
1	(Estuarine)	ł		\	1	ļ	ļ	1	
060903	Bayou Tigre-Headwaters to Bayou	ABC	N/A	N/A	4.0	6.5-	1	35	N/A
	Petite Anse (Estuarine)			<u> </u>	1	9.0	<u> </u>	1	<u> </u>
060904	New Iberia Southern Drainage	ABC	N/A	N/A	4.0	6.5 -	1	35	N/A
	Canal-Origin to Weeks Bay		1	\	1	9.0	1	1	
	(Estuarine)		<u> </u>	<u> </u>			<u> </u>	ļ	
060906	Intracoastal Waterway-New Iberia	ABC	N/A	N/A	4.0	6.5-	1	35	N/A
	Southern Drainage Canal to Bayou)	}	ļ	}	9.0]	}	j
	Sale (Estuarine)		 _		<u> </u>	 	 _	 	
060907	Franklin Cánal	ABC	250	75	5.0	6.0	1	35	500
			 	<u> </u>	 	8.5	 - -	 	
060908	Spanish Lake	ABC	250	75	5.0	6.0-	l	32	500
		l	-	1	1 - 0	8.5	╀	1-25	N/A
060909	Lake Peigneur	ABC	N/A	N/A	5.0	6.5-	1	35	IN/A
		ļ <u> </u>	 	 	10	9.0	+ -	25	DT/ A
060910	Boston Canal and Associated	ABC	N/A	N/A	4.0	6.5- 9.0	1	35	N/A
	Canals (Estuarine)	 	1	77/4	1-0	6.5-	1	35	N/A
060911	Dugas Canal by Tiger Lagoon Oil	ABC	N/A	N/A	4.0	9.0	1	33	1475
	and Gas Field (Estuarine)	1525	1	37/4	50	6.5-	4	35	N/A
061001	West Cote Blanche Bay	ABCE	N/A	N/A	5.0	9.0	"	33	IVA.
	<u> </u>	1 2 2 5	- NT/A	NT/A	50	6.5-	4	35	N/A
061002	East Cote Blanche Bay	ABCE	N/A	N/A	5.0	9.0	*	33	14/7
22222		150	37/4	NT/A	+40	6.5-	1	35	N/A
061101	Bayou Petite Anse-Bayou Carlin at	ABC	N/A,	N/A	4.0	9.0	1 '	1 23	14/2
	Fresh-brackish marsh boundary to			1	1	1 7.0	[1	
	Vermilion Bay (Estuarine)	<u> </u>	ــــــــــــــــــــــــــــــــــــــ		┸		ــــــــــــــــــــــــــــــــــــــ		<u> </u>

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

: Code	D-Drinking water Supply; E-Oyster Fr		Grand .			Criteria			
	Stream Descriptions	Designated Uses at	CL ²	SON	EDO:	€ oH.	BP AL C	SC S	TDS
061102	Intracoastal Waterway-Levee at Segment 0611 and 0609 boundary to New Iberia Southern Drainage Canal (Estuarine)	ABC	N/A	N/A	4.0	6.5- 9.0	1	35	N/A
061103	Freshwater Bayou Canal-From Intracoastal Canal to Control Structure (Estuarine)	ABC	N/A	N/A	4.0	6.5- 9.0	1	35	N/A
061104	Vermilion Bay	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
061105	Marsh Island (Estuarine)	ABC	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
061201	Vermilion-Teche River Basin— Coastal Bays and Gulf Waters to State three-mile limit	ABCE	N/A	N/A	5.0	6.0- 9.0	4	32	N/A
	Mississippi River Basin (07)	医乳腺管外				***************************************			200000
070101	Mississippi River-From Arkansas State Line to Old River Control Structure	ABC	75	120	5.0	6.0- 9.0	1	32	400
070102	Gassoway Lake	ABC	75	120	5.0	6.0- 8.5	1	32	400
070103	Marengo Bend (Old River Near Vidalia)	ABC	250	75	5.0	6.0- 8.5	1	32	500
070201	Mississippi River-From Old River Control Structure to Monte Sano Bayou	ABCD	75	120	5.0	6.0- 9.0	1	32	400
070202	Old River Lake or Raccourci Lake	ABC	100	75	5.0	6.0- 8.5	1	32	500
070203	Devil's Swamp Lake and Bayou Baton Rouge	ABC	75	120	5.0	6.0- 8.5	1	32	400
070301	Mississippi RiverXFrom Monte Sano Bayou to Head of Passes	ABCD	75	120	5.0	6.0- 9.0	1	32	400
070401	Mississippi River Passes—Head of Passes to Mouth of Passes (Estuarine) (Includes Southwest, South, North Passes and Pass a Loutre)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	3N/A
070402	Baptiste Collette Bayou (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	1V/A
070403	Octave Pass and Main Pass (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
070404	Tiger Pass, Red Pass, Grand Pass, Tante Phine Pass (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
070501	Bayou Sara-Mississippi State Line to Mississippi River Confluence	ABC	100	75	5.0	6.0- 8.5	1	32	500
070502	Thompson Creek-Mississippi State Line to Mississippi River Confluence	ABC	100	75	5.0	6.0- 8.5	1	32	500

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pro	pagation; F-Ag	riculture; C					WAICIS;	डा <i>.स</i> व ड
∵·Code∵			10.4 E		2 2 4 4 4 4	Criteria	10.00	(3) 1-5%.	Frinces
	Stream Description	Designated Lises		SO	100 3	pH	B A C	C.	TDS
070503	Capitol Lake	ABC	75	120	5.0	6.0- 8.5	1	32	400
070504	Monte Sano Bayou-From U.S. Hwy. 61 to the Mississippi River confluence [7], [8]	BL	[7]	[7]	3.0	6.0- 9.0	1	35 [8]	[7]
070505	Tunica Bayou-Headwaters to Mississippi River	A B C	100	75	5.0	6.0- 8.5	1	32	5:00
070601	Mississippi River Basin Coastal Bays and Gulf Waters to the State three-mile limit	ABCE	N/A	N/A	5.0	6.5- 9.0	4	32	N/A
7	Ouachita River Basin (08)	\$ 50 m	华大学建 作	in temperature	20 N. Oak	A Company	134:2	ए १५३३ अ	在明
080101	Ouachita River-Arkansas State Line to Columbia Lock and Dam	ABCD	160	35	[15]	6.0- 8.5	1	33	3:50
080102	Bayou Chauvin-Headwaters to the Ouachita River	ABC	160	35	5.0	6.0- 8.5	1	33	3:50
080201	Ouachita River-Columbia Lock and Dam to Jonesville	A B C	160	50	5.0	6.0- 8.5	1	33	400
080202	Bayou Louis Headwaters to Ouachita River	ABC	250	75	5.0	6.0- 8.5	1	32	500
080203	Lake Louis	ABC	250	75	5.0	6.0- 8.5	1	32	500
080301	Black River-Jonesville to Corps of Engineers Control Structure (at Mile 25, Serena)	ABC	95	20	5.0	6.0- 8.5	1	32	2(15)
080302	Black River-Corps of Engineers Control Structure to Red River	ABC	95	20	5.0	6.0- 8.5	1	32	265
080401	Bayou Bartholomew-Arkansas State Line to Dead Bayou (Lake Bartholomew) (Scenic)	ABCG	5,5	35	5.0	6.0- 8.5	1	32	420
080402	Bayou Bartholomew-Dead Bayou (Lake Bartholomew) to Ouachita River	ABC	55	35	5.0	6.0- 8.5	i	32	42:0
080501	Bayou de L'Outre-Arkansas State Line to Ouachita River (Scenic)	ABCG	250	45	5.0	6.0 8.5	1	33	500
080601	Bayou D'Arbonne-Headwaters to Lake Claiborne	ABCD	50	15	5.0	6.0- 8.5	1	32	200
080602	Lake Claiborne	ABCD	50	15	5.0	6.0- 8.5	1	32	200
080603	Bayou D'Arbonne-From Lake Claiborne to Bayou D'Arbonne Lake	ABC	50	15	5.0	6.0- 8.5	1	32	200
080604	Bayou D'Arbonne Lake	ABC	50	15	5.0	6.0- 8.5	1	32	200
080605	Bayou D'Arbonne-From Bayou D'Arbonne Lake to Ouachita River (Scenic)	ABCG	50	15	5.0	6.0- 8.5	i	32	200

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pro	opagauon; r-Agi	nculture: (J-Outsta				Waters;	and Territor
Gode			C / Head			Criteria		12 Table 1	132 372 1
	Stream Description	Designated Uses		SOL	PO PO PO PO PO PO PO PO PO PO PO PO PO P	PH THE	TAN	1.0 1.0 1.0	TDS;
080606	Cypress Creek-Headwaters to Bayou D'Arbonne (includes Colvin Creek)	ABC	65	10	5.0	6.0- 8.5	1	32	160
080607	Corney Bayou-From Arkansas State Line to Corney Lake (Scenic)	ABCG	160	25	5.0	6.0- 8.5	1	32	300
080608	Corney Lake	ABC	160	25	5.0	6.0- 8.5	1	32	300
080609	Corney Bayou-From Corney Lake to Bayou D'Arbonne Lake (Scenic)	ABCG	160	25	5.0	6.0- 8.5	1	32	300
080610	Middle Fork of Bayou D'Arbonne—From origin to Bayou D'Arbonne Lake (Scenic)	ABCG	50	15	[20]	6.0- 8.5	1	32	200
080701	Bayou Desiard (Oxbow Lake) and Lake Bartholomew (Dead Bayou)	ABCD	25	25	5.0	6.0- 8.5	1	32	100
080801	Cheniere Creek	ABC	25	25	5.0	6.0- 8.5	1	32	100
080802	Cheniere Brake Lake	ABC	25	25	5.0	6.0- 8.5	1	32	100
080901	Boeuf River-Arkansas State Line to Ouachita River	ABC	105	45	5.0	6.0- 8.5	1	32	430
080902	Bayou Bonne Idee-Headwaters to Boeuf River	ABC	20	10	5.0	6.0- 8.5	1	32	180
080903 !	Big Creek-Headwaters to Boeuf River (including Big Colewa Bayou)	ABC	230	75	5.0	6.0- 8.5	1	32	635
080904	Bayou Lafourche-Near Oakridge to Boeuf River near Columbia	ABC	500	200	5.0	6.0- 8.5	1	32	1,500
080905	Turkey Creek Headwaters to Turkey Creek Cutoff and Turkey Creek Cutoff to Big Creek including Glade Slough	ВС	250	75	[2]	6.0- 8.5	2	32	500
080906	Turkey Creek-From Turkey Creek Cutoff to Turkey Creek Lake	ABC	250	75	5.0	6.0- 8.5	1	32	500
080907	Turkey Creek Lake and Turkey Creek outfall to Boeuf River	ABC	250	· 75	5.0	6.0- 8.5	1	32	500
080908	Lake LaFourche	ABC	250	75	5.0	6.0- 8.5	I	32	500
080909	Crew Lake	ABC	250	75	5.0	6.0- 8.5	1	32	500
080910	Clear Lake	ABC	250	75	5.0	6.0- 8.5	1	32	500
080911	Woolen Lake	ABC	250	75	5.0	6.0- 8.5	1	32	500
080912	Tisdale Brake/Staulkinghead Creek-From origin to Little Bayou Bocuf	BL	500	200	[13]	6.0- 8.5	2	32	1,500

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

Code	D-Dinking water Supply, E-Oyser Th		E. (2) (4)		15.65E	Criteria	الأعلمان	il A sac	
Marie Andrews		第四个主义 法	球 CL 掌	50.	*'DO-	介PH	7B4	°C.	J TDS
100	E THE THE PARTY OF THE	Designated	* 6 m	14-762			A A	1.24. 4	2
	Stream Description	Designated :	工程。			1000	÷C.ς	12.97	
081001	Bayou Macon-Arkansas State Line to Tensas River	ABC	50	55	5.0	6.0- 8.5	1	32	380
081002	Joe's Bayou-Headwaters to Bayou Macon	ABC	250	75	5.0	6.0- 8.5	1	32	500
081003	Deer Creek-Headwaters to confluence with Boeuf River	ВL	105	45	[13]	6.0- 8.5	2	32	430
081101	Lake Providence (Oxbow Lake)	ABC	25	25	5.0	6.0- 8.5	1	32	350
081201	Tensas River-Headwaters to Jonesville (including Tensas Bayou)	ABC	45	30	5.0	6.0- 8.5	1	32	500
081202	Lake St. Joseph (Oxbow Lake)	ABC	25	25	5.0	6.0- 8.5	1	32	150
081203	Lake Bruin (Oxbow Lake)	ABCD	25	.25	5.0	6.0- 8.5	1	32	150
081301	Little River-Archie Dam to Ouachita River	ABC	95	10	5.0	6.0- 8.5	1	32	265
081401	Dugdemona River-Headwaters to junction with Big Creek	A'B'C	250	750	[14]	6.0- 8.5	1	32	2,000
081402	Dugdemona River-From Big Creek to Little River	ABC	250	750	5.0	6.0- 8.5	1	32	2,000
081501	Castor Creek-Headwaters to Little River	ABC	25	25	5.0	6.0- 8.5	1	32	100
081502	Chatham Lake	ABC	25	25	5.0	6.0- 8.5	1	32	100
081503	Beaucoup Creek-Headwaters to Castor Creek	ABC	25	25	[21]	6.0- 8.5	i	32	100
081504	Flat Creek-Headwaters to Castor Creek	ABC	25	25	5.0	6.0- 8.5	1	32	100
081505	Caney Lake	ABC	25	25	5.0	6.0- 8.5	1	32	100
081601	Little River-Confluence of Castor Creek and Dugdemona River to Junction with Bear Creek (Scenic)	ABCG	250	500	5.0	6.0- 8.5	1	33	1,000
081602	Little River-From Bear Creek to Catahoula Lake (Scenic)	ABCG	50	75	5.0	6.0- 8.5	1	33	260
081603	Catahoula Lake	ABC	50	75	5.0	6.0- 8.5	1	33	260
081604	Catahoula Lake Diversion Canal- Catahoula Lake to Black River	ABC	50	75	5.0	6.0- 8.5	1	33	260
081605	Little River-From Catahoula Lake to Dam at Archie	ABC	50	75	5.0	6.0- 8.5	1	33	260
081606	Fish Creek-Headwaters to Little River (Scenic)	ABCG	50	75	5.0	6.0- 8.5	1	33	260
081607	Trout Creek-Headwaters to Little River (Scenic)	ABCG	50	75	5.0	6.0- 8.5	1	33	.260

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

: Code			T GRE			Criteria .		# 2 4	18.00
			S-CL-	SO	DO.	PHI	B	L°C:	FTDS.E
	Stream Description	Designateds Uses					A	富富	市(末海 二 法海(本)
081608	Big Creek-Headwaters to Little	ABCDG	50	75	5.0	6.0-	1	33	260
	River (Scenic)					8.5			
081609	Hemphill Creek-Headwaters to	ABC	50	75	5.0	6.0-	1	33	260
	Catahoula Lake (includes Hair Creek)					8.5			
081610	Old River-Catahoula Lake to Little	ABC	250	75	5.0	6.0-	1	32	500
!	River					8.5			
081611	Bayou Funny Louis-Headwaters to	ABC	50	75	5.0	6.0-	1	33	260
	Little River Pearl River Basin (09)	535 4 100 - V	The Tierra	147. Str. 1889	4	8.5	John Company	20 70 CG	194.2K
090101	Pearl River-Mississippi State Line	ABC	20	15	5.0	6.0-	1	32	180
	to Pearl River Navigation Canal	ADC	20	1.5	٠.٠	8.5	1	32	160 .
090102	East Pearl River-From confluence	ABC	20	15	5.0	6.0-	1	32	180
090103	with Holmes Bayon to I-10					8.5			
050103	East Pearl River-From I-10 to Lake Borgne (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	35	N/A
090104	Peters Creek-Headwaters to Pearl	ABC	20	30	5.0	6.0-	1	30	150
090105	River Pearl River Navigation Canal-From	A B C	20	15	5.0	8.5 6.0-	1	32	180
	Pools Bluff to Lock No. 3	ABC	20	13	J.U	8.5	1	32	190
090106	Holmes Bayou-From the Pearl	ABCG	20	15	5.0	6.0-	1	32	180
	River to the West Pearl River (Scenic)					8.5			
090107	Pearl River-From Pearl River	ABC	20	15	5.0	6.0-	1	32	180
	Navigation Canal to Holmes Bayou					8.5		7	
090201	West Pearl River-From Headwaters	ABCG	20	15	5.0	6.0-	1	32	180
	to confluence with Holmes Bayou (Scenic)					8.5			
090202	West Pearl River-From confluence	ABCG	90	20	5.0	6.0-	i	32	235
,	with Holmes Bayou to the Rigolets					8.5			
	(includes east and west mouths) (Scenic)								
090202-	Morgan River-From Porters River	ABCG	90	20	5.0	6.0-	1 .	32	235
5126	to its confluence with West Pearl	į				8.5			
090203	River (Scenic) Lower Bogue Chitto-From Pearl	ABC	15	10	5.0	6.0-	1	.32	105
0,000	River Navigation Canal to Wilsons	ABC	13	10	3.0	8.5	1	.32	105
	Slough								
090204	Pearl River Navigation Canal below Lock No. 3	ABC	15	10	5.0	6.0- 8.5	1	32	105
090205	Wilson Slough-All of that portion	ABCG	15	10	5.0	6.0-	1	32	105
	of the slough (bayou) lying within					8.5	^	, , , , ,	
	the boundaries of St. Tammany	Ì	ļ						
	Parish (Scenic)								

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pro	paganon; r-Ag	nemme, C	J-Ouisia	mung r	A Daniel	E ATA	Waleis,	Tare to 1
Code : 7			44431 H	The second	4 . 150 Miles	Criteria			
			CD:		1 S 2 S 1	pΗ	В.,	î °C:	TDS
		Designated	100				Ĉ.	727	46.2
域的物	Stream Description		5-200 EV	**. ****		6.0		122,575	105
090206	Bradley Slough-All of that portion	ABCG	15	10	5.0	6.0-	1	32	105
	of the slough (bayou) lying within					8.5			
	the boundaries of St. Tammany				l				İ
	Parish (Scenic)					(0	-	20	235
090207·	Middle Pearl River and West	ABC	90	20	5.0	6.0- 8.5	1	32	233
i i	Middle Pearl River-From West	1		j		6.5			İ
	Pearl to Little Lake	1.5.5	- 00		5.0	6.0-	1	32	235
090207-	Morgan Bayou-Headwaters near I-	ABC	90	20	3.0	8.5	1	32	7,55
5112	10 to confluence with Middle River		NT/A	37/4	40	 	1		N/A
090208	Little Lake (Estuarine)	ABC	N/A	N/A	4.0	6.0- 8.5	1	32	N/A
		1200	1.5		50	6.0-	1	35	105
090301	Pushepatapa Creek-Headwaters	ABCG	15	12	5.0	8.5	1) 33	105
	and tributaries from the Mississippi state line to the Pearl River flood				1	ره		ł	
				•				1	
000401	plain (Scenic)	ABC	30	45	5.0	6.0-	1	32	300
090401	Bogue Lusa Creek-Headwaters to Pearl River	ABC	30	1 **3	3.0	8.5	*		300
000601	Bogue Chitto River-From	ABCG	15	10	5.0	6.0-	1	35	1:05
090501	Mississippi State Line to Pearl	ABCG	1.5	10] 3.0	8.5	ļ .	~	1.50
	River Navigation Canal (Scenic)]	1] ""			` ;
090502	Big Silver Creek-Headwaters to the	ABC	15	10	5.0	6.0-	1	35	105,.
090302	Bogue Chitto River	1	"	1		8.5			
090503	Little Silver Creek-Headwaters to	ABC	15	10	5.0	6.0-	1	35	105~
0,000	the Bogue Chitto River					8.5	1		1 .
090504	Lawrence Creek-Headwaters to the	ABC	15	10	5.0	6.0-	1	35	105
1	Bogue Chitto River		†	1	1	8.5.		1	
090505	Bonner Creek-Headwaters to the	ABC	15	10	5.0	6.0-	1	35	105
	Bogue Chitto River	1			İ	8.5		<u> </u>	1
090506	Thigpen Creek-Headwaters to the	ABC	15	10	5.0	6.0-	1	35	1:05
F.	Bogue Chino River			l .	1	8.5	<u> </u>	<u> </u>	<u> </u>
B (1) (3)	Red River Basin (10)	经验据 证金	光		110	KING!		THE ST	唯第四次
100101	Red River-Arkansas State Line to	ABCDF	185	110	5.0	6.0-	1	34	780
	Alexandria (Hwy. 165)			l	l	8.5	<u> </u>	<u>.l</u>	
100201	Red River-Alexandria (Hwy. 165)	ABCD	185	110	5.0	6.0-	1	34	780
	to Old River Control Structure		Į.	ŀ		8.5	•	Į	
	Diversion Channel		<u> </u>			<u> </u>	<u> </u>	1	
100202	Little River-Headwaters to Old	ABC	250	75	5.0	6.0-	1	32	500
	River near Marksville, Louisiana	<u></u>	<u> </u>	<u> </u>		8.5	1	<u> </u>	<u> </u>
100203	Old River and Associated	ABC	250	75	5.0	6.0-	1	32	500
,	Waterbodies (Spring Bayou		1	ì		8.5	1		1
	Wildlife Management Area)			ļ	<u> </u>	<u> </u>	_	 	<u> </u>
100301	Black Bayou-Texas State Line to	ABCF	250	25	5.0	6.0-	1	33	500
	La. Hwy. 1 at Black Bayou Lake	<u> </u>		<u> </u>	ļ.	8.5	<u> </u>	 	
100302	Black Bayou Lake-From Hwy. 1 to	ABC	250	25	5.0	6.0-	1	33	500
	Spillway	<u> </u>	<u> </u>	<u>1</u>	<u> </u>	8.5	┸		<u> </u>

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

Code	Code Criteria								
72.53. 3				tSO.				14.000	3)3¥: 52 0 moo:
320		Designated			1	pH	B	J.°C	TDS;
330	Stream Description	Uses -	1		1872	11.37	AC.		11.
100303	Black Bayou-From Spillway at	ABC	250	25	5.0	6.0-	1 1	33	500
}	Black Bayou Lake to Twelve Mile	1 .			5.0	8.5	•	33	300
	Bayou	1 .	ĺ			0.2		i	
100304	Twelve Mile Bayou-Origin to Red	ABCDF	175	75	5.0	6.0-	1	32	500
	River]		•	8.5	*]	300
100305	Mahlin Bayou/McCain Creek-	BL	175	75	[14]	6.0-	2	32	500
ł	Origin to confluence with Twelve]		[3	8.5	-	"-	500
ļ	Mile Bayou	<u>] </u>	1	į			•		
100306	Kelly Bayou-Arkansas State Line	ABCF	90	40	5.0	6.0-	1	33	665
	to Black Bayou					8.5			
100307	Caddo Lake and James Bayou-	ABCDF	120	35	5.0	6.0-	1	34	325
100000	Texas State Line to Caddo Lake					8.5			
100308	Paw Paw Bayou and Tributaries	ABCDF	75	25	5.0	6.0-	1	32	150
100200	Texas State Line to Cross Lake					8.5			
100309	Cross Bayou-Texas State Line to Cross Lake	ABCDF	75	25	5.0	6.0-	1	32	150
100310	Cross Lake					8.5			
100310	Cross Lake	ABCDF	75	25	5.0	6.0-	1	32	150
100401	Bayon Bodcan-From Arkansas	ADGE	050			8.5			
100402	State Line to Red Chute Bayou at	ABCF	250	75	5.0	6.0-	1	32	800
	Cypress Bayou junction (includes	{		i	. (8.5			
	Bodcan Lake)								
100402	Red Chute Bayou-From Cypress	ABC	250	75	[14]	6.0-	1	32	800
	Bayou junction to Flat River					8.5			
100403	Cypress Bayou-Headwaters to	ABCDF	100	25	5.0	6.0-	1	32	300
	Cypress Bayou Reservoir				_	8.5			
100404	Cypress Bayou Reservoir	ABCDF	100	25	5.0	6.0-	1	32	300
100406						8.5]	
100405	Black Bayou (including Black Bayou Reservoir)	ABCDF	100	25	5.0	6.0-	1	32	300
100406	Flat River-Headwaters to Loggy					8.5			
100400	Bayou Bayou	ABC	250	75	5.0	6.0-	1	32	300
100501	Bayou Dorcheat-Arkansas State	ABCFG	250	25	-50	8.5			
	Line to Lake Bistineau (Scenic)	ABCEG	ا تاد	23	5.0	6.0- 8.5	1	33	440
100502	Lake Bistineau	ABCF	250	25	5.0	6.0-	1	33	440
			250	~	3.0	8.5	1	33	440
100503	Caney Creek-Headwaters to Cow	ABCF	250	75	5.0	6.0-	1	32	500
	Branch (excluding Caney Lake)	İ			7.0	8.5	٠		.500
100504	Caney Lake	ABCF	250	75	5.0	6.0-	1	32	500
				_		8.5	-		
100505	Loggy Bayou-Lake Bistineau Dam	ABCF	75	35	5.0	6.0-	1	32	250
10050	to Flat River	<u></u>				8.5		1	
100506	Loggy Bayou-Flat River to Red	ABCF	250	75	5.0	6.0	1	32	300
100601	River					8.5			
100601	Bayou Pierre-Headwaters to	ABCF	150	75	5.0	6.0-	1	32	500
	Sawing Lake	l_				8.5			

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic: Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pro	paganon; r-Agi							e great to the
Code						Criteria			rena -
		Designated.		San March		t pH:	-44 55	777	TDS
建筑 设	Stream Description	Designated L Uses					C.		
100602	Boggy Bayou-Headwaters to Wallace Lake	ABCF	150	75	5.0	6.0- 8.5	1	32	50)
100603	Waliace Lake	ABCF	150	75	5.0	6.0- 8.5	1	32	50)
100604	Wallace Bayou Wallace Lake to Bayou Pierre	ABCF	150	75	5.0	6.0- 8.5	1	32	500
100605	Lake Edwards and Smithport Lake	ABCF	250	75	5.0	6.0- 8.5	i	32	500
100606	Bayou Pierre-From Sawing Lake to Red River	ABCF	150	75	5.0	6.0- 8.5	I	32	500
100701	Black Lake Bayou-Headwaters to Webster-Bienville Parish Line	ABCF	26	9	5.0	6.0- 8.5	1	32	79
100702	Black Lake Bayou-Webster- Bienville Parish Line to Black Lake (Scenic)	ABCFG	26	9	5.0	6.0- 8.5	1	32	751
100703	Black Lake and Clear Lake	ABCF	26	9	5.0	6.0- 8.5	1	32	751
100704	Kepler Creek-Headwaters to Kepler Lake	ABCF	25	25	5.0	6.0- 8.5	1	32	79
100705	Kepler Lake	ABCF	25	25	5.0	6.0- 8.5	1	32	79
100706	Kepler Creek-Kepler Lake to Black Lake Bayou	ABCF	25	25	5.0	6.0- 8.5	1	32	79
100707	Castor Creek-Headwaters to Black Lake Bayou	ABC	26	9	5.0	6.0- 8.5	1	32	79
100708	Unnamed Tributary to Castor Creek near Town of Castor	BC	26	9	[2]	6.0- 8.5	2	32	79
100709	Grand Bayou-Headwaters to Black Lake Bayou	ABC	26	9	5.0	6.0- 8.5	1	32	79
100710	Unnamed Tributary to Grand Bayou near Town of Hall Summit	BC	26	9	[2]	6.0- 8.5	2	32	79
100801	Saline Bayon—From its origin near Arcadia to La. Hwy. 156 in Winn Parish (Scenic)	ABCFG	110	20	5.0	6.0- 8.5	1	32	250
100802	Saline Lake	ABCF	110	20	5.0	6.0- 8.5	1	32	250
100803	Saline Bayou-From Saline Lake to Red River	ABCF	110	20	5.0	6.0- 8.5	1	32	250
100804	Unnamed Tributary to Saline Bayou near Town of Arcadia	BC	110	20	[2]	6.0- 8.5	2	32	250
100901	Nantaches Creek-Headwaters to Nantaches Lake	ABCF	25	25	5.0	6.0- 8.5	1	32	100
100902	Nantaches Lake	ABCF	25	25	5.0	6.0- 8.5	I	32	100
100903	Bayou Nantaches-Nantaches Lake to Red River	ABCF	25	25	5.0	6.0- 8.5	1	32	100

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	- Strain Part Person Land - September 1								
Code 4.		A STATE OF THE PARTY OF THE PAR							
		1772	W.CE	SO.	DO	pH	B,c	5°C	TDS
		Designated	*******		经验		Ā	\$107	
448	Stream Description	Uses .			27		7c.		
101001	Sibley Lake	ABCDF	25	25	5.0	6.0- 8.5	1	32	100
101101	Cane River-Above Natchitoches to Red River	ABCDF	25	25	5.0	6.0- 8.5	1	32	100
101102	Bayou Kisatchie-Headwaters to entrance into Kisatchie National Forest	ABCF	25	25	5.0	6.0- 8.5	1	32	100
101103	Bayou Kisatchie-Entrance into Kisatchie National Forest to Old River (Scenic)	ABCFG	25	25	5.0	6.0- 8.5	1	32	100
101201	Cotile Reservoir	ABC	50	25	5.0	6.0- 8.5	1	32	200
101301	Rigolette Bayou-Headwaters to Red River	ABCF	25	25	5.0	6.0- 8.5	1	32	100
101302	latt Lake	ABCF	25	25	5.0	6.0- 8.5	1	32	100
101303	latt Creek-Headwaters to latt Lake	ABCF	25	25	5.0	6.0- 8.5	1	32	100
101401	Buhlow Lake (Pineville)	ABC	100	50	5.0	6.0- 8.5	1	32	250
101501	Big Saline Bayou-Catahoula Lake to Saline Lake	ABC	250	75	5.0	6.0- 8.5	1	32	500
101502	Saline Lake	ABC	250	75	5.0	6.0- 8.5	1	32	500
101503	Old Saline Bayou-From Saline Lake to Red River	ABC	250	75	5.0	6.0- 8.5	1	32	500
101504	Saline Bayon-Larto Lake to Saline Lake (Scenic)	ABCG	45	10	5.0	6.0- 8.5	1	32	165
101505	Larto Lake	ABC	45	10	5.0	6.0- 8.5	1	32	165
101506	Big Creek-Headwaters to Saline Lake	ABC	45	10	5.0	6.0- 8.5	1	32	165
101601	Bayou Cocodrie-From Little Cross Bayou to Wild Cow Bayou (Scenic)	ABCFG	250	75	5.0	6.0- 8.5	1	32	500
101602	Cocodrie Lake	ABC	250	75	5.0	6.0- 8.5	ì	32	500
101603	Lake St. John	ABC	250	75	5.0	6.0- 8.5	1	32	500
101604	Lake Concordia	ABC	250	75	5.0	6.0- 8.5	1	32	500
101605	Bayou Cocodrie-Lake Concordia to Hwy. 15	ABC	250	75	5.0	6.0- 8.5	1	32	500
101606	Bayou Cocodrie-Wild Cow Bayou to Red River	ABC	250	75	5.0	6.0- 8.5	1	32	500
	Bayou Cocodrie-Hwy. 15 to Little Cross Bayou	ВL	250	75	[13]	6.0- 8.5	2	32	500
	Sabine River Basin (11)	A PARTY	K 4 4	16 操譯	1	, in the second	Alemania I		e veni.

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

	D-Drinking Water Supply; E-Oyster Pro							waters.	च्याः
Code :	The same of the sa					Criteria		∵°C	Troops
		Designated -		2 6	1.0	pH .	ΔB.		TDS
	Stream Description	Uses			7	建造	Ĉ.		
110101	Toledo Bend Reservoir-Texas-	ABCDF	120	60	5.0	6.0-	1	34	500
110101	Louisiana Line to Toledo Bend	11202.	120			8.5		_	-
	Dam				ł				ļ
110201	Sabine River-Toledo Bend Dam to	ABCD	120	60	5.0	6.0-	1	33	500
	Confluence with Old River below					8.5			-
	Sabine Island Wildlife Management				j	j		j]
<u> </u>	Area					-			
110202	Pearl Creek-From its origin to its	ABCDG	120	60	5.0	6.0-	1	33	500
	entrance into Sabine River (Scenic)			27/4		8.5	-	25	N/A
110301	Sabine River-Confluence with Old	ABC	N/A	N/A	4.0	6.0- 8.5	1	35	PUA
	River below Sabine Island Wildlife Management Area to Sabine Lake			1	ł	0	l		ļ
	(Estuarine)		ì						
110302	Black Bayou-From boundary	ABC	N/A	N/A	4.0	6.0-	1	32	N/A
	between segments 1103 and 1106 to	1				8.5			
	Sabine Lake (Estuarine)		L						
110303	Sabine Lake (Estuarine)	ABCE	N/A	N/A	4.0	6.0-	4	35	N/A.
						8.5	ļ	ļ	 _
110304	Sabine Pass (Esmarine)	ABCE	N/A	N/A	4.0	6.5-	4	35	N/A
	100					9.0	 		150
110401	Bayou Toro-Headwaters to La.	ABC	25	25	5.0	6.0- 8.5	1	32	130
110400	Hwy. 473	ABC	25	25	5.0	6.0-	1	32	150
110402	Bayou Toro-La. Hwy. 473 to its entrance into Sabine River	ABC	2.0	2	3.0	8.5		1 2.	150
110501	West Anacoco Creek-Headwaters	ABC	15	10	5.0	6.0-	1	32	90
110501	to Vernon Lake	,,,,,				8.5]		į.
110502	East Anacoco Creek-Headwaters to	ABC	15	10	5.0	6.0-	1	32	90
	Vernon Lake				L	8.5	<u> </u>	<u> </u>	<u> </u>
110503	Vernon Lake	ABC	15	10	5.0	6.0-	1	32	90
					<u> </u>	8.5	 	ļ	<u> </u>
110504	Bayou Anacoco-Vernon Lake to	ABC	15	10	5.0	6.0-	1	32	90
	Anacoco Lake		 			8.5	╀-	22	90
110505	Anacoco Lake	ABC	15	10	5.0	6.0- 8.5	1	32	"
110506	Bayou Anacoco-From Anacoco	ABC	15	10	5.0	6.0-	1	32	90
110300	Lake to Cypress Creek	ABC	12	10	5.0	8.5	1 *]]2	1 ~
110507	Bayou Anacoco From Cypress	ABC	150	200	5.0	6.0-	1	32	1,000
11000	Creek to Sabine River Confluence					8.5	1		
110601	Vinton Waterway-Vinton to	ABC	N/A	N/A	4.0	6.0-	1	35	N/A
·	Intracoastal Waterway (Estuarine)			<u> </u>	<u> </u>	8.5			
110602	Black Bayou-Intracoastal	ABC	N/A	N/A	4.0	6.0-	1	35	AVſ
	Waterway to boundary between	{		1		8.5	1		
	segments 1103 and 1106						1	1	
110701	(Estuarine)	ARCE	NT/A	N/A	5.0	6.5-	4	32	NVA
110701	Sabine River Basin Coastal Bays and Gulf Waters to the State three-	ABCE	N/A	AVA	3.0	9.0	"	32	I WA
	L Company of the Comp	1				1	}		
	mile limit	<u>l</u>	<u></u>	<u> </u>	<u> </u>	<u> </u>	1	ل	<u></u>

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

Code		4 49 55	BO. CO	12.7	12.40	Criteria	J. P.	145.00	70.36
		是一种	热CLE。			e pH ₂		∳ ℃ ~₹	TDS
	Stream Description	Designated Uses		F.S.			A		######################################
	Terrebonne Basin (12)	3 1 1	阿尔斯斯斯	19.15 M	TO THE	分子に変す	A HAR	241	AND AND AND
120101	Bayou Portage	ABC	25	25	5.0	6.0-	1	32	200
120102	Bayou Poydras	ABC	250	75	5.0	8.5 6.0- 8.5	1	32	500
120103	Bayou Choctaw	ABC	250	75	5.0	6.0- 8.5	1	32	500
120104	Bayou Grosse Tete	ABC	25	25	5.0	6.0- 8.5	1	32	200
120105	Chamberlin Canal	ABC	250	75	5.0	6.0- 8.5	1	32	500
120106	Bayou Plaquemine-Plaquemine Lock to Intracoastal Waterway	ABC	250	75	5.0	6.0- 8.5	1	32	500
120107	Upper Grand River and Lower Flat River-Headwaters to Intracoastal Waterway	ABC	250	75	5.0	6.0- 8.5	1	32	500
120108	False River	ABC	25	25	5.0	6.0- 8.5	1	32	200
120109	Intracoastal Waterway-Morgan City to Port Allen Route-Port Allen Locks to Bayou Sorrel Locks	ABC	60	40	5.0	6.0- 8.5	ì	32	300
120110	Bayou Cholpe-Headwaters to Bayou Choctaw	ABC	25	25	5.0	6.0- 8.5	1	32	200
120111	Bayou Maringouin-Headwaters to East Atchafalaya Basin Levee	ABC	25	25	5.0	6.0- 8.5	1	32	:200
120112	Bayou Fordoche-Headwaters near Morganza to Bayou Grosse Tete	ABC	25	25	5.0	6.0- 8.5	1	32	2:00
120201	Lower Grand River and Belle River-Bayou Sorrel Lock to Lake Palourde (includes Bay Natchez, Lake Natchez, Bayou Milhomme, and Bayou Long)	ABC	60	40	5.0	6.0- 8.5	1	32	300
120202	Bayou Black-Intracoastal Waterway to Houma	ABCD	8.5	40	5.0	6.0- 8.5	1	32	500
120203	Bayou Boeuf-Lake Palourde to boundary between segments 1202 and 1204	ABCD	250	75	5.0	6.0- 8.5	1	32	500
120204	Lake Verret and Grassy Lake	ABC	100	75	5.0	6.0- 8.5	1	32	350
120205	Lake Palourde	ABCD	100	75	5.0	6.0- 8.5	1	32	350
120206	Grand Bayou and Little Grand Bayou-Headwaters to Lake Verret	ABC	60	40	5.0	6.0- 8.5	1	32	300

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

& Code	Portinking water supply, e-cyster Fro	pagadon, reg				Criteria.			海索拉尔
	(StreamDescription)		CL S	SON	DO:			CZ S	TUS!
120207	Thibodaux Swamp (Pointe Au Chene Swamp)—Forested wetland in Lafourche and Terrebonne Parishes, 6.2 miles (10 km) southwest of Thibodaux, La., east of Terrebonne-Lafourche Drainage Canal, and north of Southern Pacific Railroad	ВC	[5]	[5]	[5]	(5)	2	[5]	[5]
120208	Bayou Ramos Swamp Wetland- Forested wetland located 1.25 miles north of Amelia, Louisiana in St. Mary Parish-south of Lake Palourde		[18]	[18]	[18]	[18]	2	[18]	[18]
120301	Bayou Terrebonne-Thibodaux to boundary between segments 1203 and 1206, at Houma	ABC	540	90	5.0	6.0- 8.5	1	32	1,350
120302	Company Canal-From Bayou Lafourche to Intercoastal Waterway	ABCDF	500	150	5.0	6.5- 9.0	1	32	1,000
120303	Lake Long	ABC	500	150	5.0	6.5- 9.0	1	32	1,000
120304	Intracoastal Waterway-Houma to Larose	ABCDF	250	75	5.0	6.5- 9.0	1	32	500
120401	Bayou Penchant-Bayou Chene to Lake Penchant	ABCG	500	150	5.0	6.5- = 9.0	1	32	1,000
120402	Bayou Chene-From Intracoastal Waterway to Bayou Penchant	ABC	250	75	5.0	6.5- 8.0	1	32	500
120403	Intracoastal Waterway-Bayou Boeuf Locks to boundary between segments 1204 and 1203, at Houma (includes segments of Bayous Boeuf, Black and Chene)	ABCDF	250	75	5.0	6.5- 8.5	1	32	50() -
120404	Lake Penchant	ABC	500	150	5.0	6.5- 9.0	1	32	1,000
120405	Lake Hache, Lake Theriot	ABC	500	150	5.0	6.0- 8.5	1	32	1,000
120406	Lake de Cade	ABCE	N/A	N/A	5.0	6.0- 9.0	4	35	N/A
120501	Bayou Grand Caillou-Houma to Bayou Pelton	ABC	500	150	5.0	6.0- 8.5	1	32	1,000
120502	Bayou Grand Caillou-From Bayou Pelton to the boundary between segments 1205 and 1207 (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	.4	35	N/£.
120503	Bayou Petit Caillou-From Bayou Terrebonne to Klondyke Road Bridge	ABCE	500	150	5.0	6.0- 9.0	4	32	1,000

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

Gode 5	Tental Sold Page 1 - Control of the	opaganon, r-Ag	munuc, (J-UUISU	aiding N	Criteria	source	Waters;	CO. 1.05 x 35
110.784				SO				il de la la la la la la la la la la la la la	
		Designated	E C T	325	, IDU		B	it Ca	TDS
200	Stream Description	Uses							
120504	Bayou Petit Caillou-Klondyke	ABCE	N/A	N/A	4.0	6.0-	4	32	N/A
	Road Bridge to boundary between					9.0		~~	1
	segments 1205 and 1207]				•	İ
120505	(Estuarine)		<u> </u>						
120505	Bayou Du Large-From Houma to Marmande Canal	ABC	500	150	5.0	6.5-	1	32	1,000
120506	Bayou Du Large-Marmande Canal	ABCE	77/4	77/4		9.0			
120200	to the boundary between segments	ABCE	N/A	N/A	4.0	6.0- 9.0	4	35	N/A
	1205 and 1207 (Estuarine)					9.0			
120507	Bayou Chauvin-Ashland Canal to	ABC	N/A	N/A	4.0	6.5-	1	32	N/A
1	Lake Boudreaux (Estuarine)					9.0	•		
120508	Houma Navigation Canal-Bayou	ABCE	N/A	N/A	4.0	6.5-	4	35	N/A
	Pelton to the boundary between					9.0			
	segments 1205 and 1207 (Estuarine)								
120509	Houma Navigation Canal-Houma	ABCD	500	150	5.0			20	1.000
	to Bayou Pelton	מטמא	300	130	ں.ر	6.0- 8.5	1	32	1,000
120601	Bayou Terrebonne-Houma to	ABC	445	105	4.0	6.0-	1	32	1,230
	Company Canal (Estuarine)					9.0			بالاصوا.
120602	Bayou Terrebonne-From Company	ABCE	5,055	775	4.0	6.5-	4	32	10,000
120603	Canal to Humble Canal (Estuarine)			4.55		9.0			
120003	Company Canal From Intracoastal Waterway to Bayou Terrebonne	ABC	500	150	5.0	6.5-	1	32	1.,000
120604	Bayou Blue-Intracoastal Waterway	ABC	445	105	5.0	9.0 6.5-	1	22	1 000
	to boundary between segments		772	700	ا ۵.۰	9.0	1	32	1,000
	1206 and 1207		}						
120605	Bayou Pointe Au Chien-Source to	ABC	445	105	5.0	6.5-	1	32	1,000
i	boundary between segments 1206 and 1207	- 1		ľ	İ	9.0	ļ		ļ
120606	Bayou Blue-Grand Bayou Canal to	ABC	5.055	775	4.0			- 36	41.555
	boundary between segments 1206	ABC	5,055	775	4.0	6.5- 9.0	1	32	10,000
1	and 1207 (Estuarine)				1	3.V		j	į
120701	Bayou Grand Caillon-boundary	ABCE	N/A	N/A	4.0	6.5-	4	35	IN/A
į.	between segments 1205 and 1207	ì	- [İ		9.0		_	
120702	to Caillou Bay (Estuarine)								
120/02	Bayou Petit Caillou-From boundary between segments 1205	ABCE	N/A	N/A	4.0	6.0-	4	32	IVA
ľ	and 1207 to Houma Navigation				ŀ	9.0		1	
	Canal (Estuarine)						-		Î
120703	Bayou Du Large-From the	ABCE	N/A	N/A	4.0	6.0-	4	35	IJ/A
	boundary between segments 1205					9.0	İ		****
	and 1207 to Caillou Bay		1			j			Į
120704	(Estuarine) Bayou Terrebonne-From Humble	1265	77/1						
120104	Canal to Lake Barre (Estuarine)	ABCE	N/A	N/A	4.0	6.5-	4	35	N/A
	w Line Duite (Listuatine)	, L				9.0			

A-Primary Contact Recreation; B-Secondary Contact Recreation; C-Propagation of Fish And Wildlife; L-Limited Aquatic Life and Wildlife Use;

D-Drinking Water Supply; E-Oyster Propagation; F-Agriculture; G-Outstanding Natural Resource Waters;

	The second of th	1	April ett a fest a			C-12 6 6	eren i	-	موسور المراجع
i-Code	CENTRAL CONTRACTOR	14 July 25 - 1	Bazi ara, d			Criteria			
		Designated :	CL	SO:	DO	PH	B	2 Det	STDS
	Stream Description	Uses	ين و قد ن د	100	2200	****			\$3,78 M
120705	Hourna Navigation Canal-From the segment boundary between 1205 and 1207 to Terrebonne Bay (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
120706	Bayou Blue-Boundary between segments 1206 and 1207 to Lake Raccourci (Estuarine)	ABCE	N/A	N/A	4.0	6.5- 9.0	4	35	N/A
120707	Lake Boudreaux	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
120708	Lost Lake, Four League Bay	ABCE	N/A	N/A	5.0	6.0- 9.0	4.	35	N/A
120709	Bayou Petite Caillou-From Houma Navigation Canal to Terrebonne Bay	ABCE	N/A	N/A	5.0	6.0- 9.0	4	32	N/A
120801	Caillou Bay	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
120802	Terrebonne Bay	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N'A
120803	Timbalier Bay	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
120804	Lake Barre	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
120805	Lake Pelio	ABCE	N/A	N/A	5.0	6.5- 9.0	4	35	N/A
120806	Terrebonne Basin Coastal Bays and Gulf Waters to the State three-mile limit	ABCE	N/A	N/A	5.0	6.5- 9.0	4	32	N/A

ENDNOTES:

- [1] Designated Naturally Dystrophic Waters Segment; Seasonal DO Criteria: 5.0 mg/L November-April, 3.5 mg/L May-October.
- [2] Designated Intermittent Stream; Seasonal DO Criteria: 5.0 mg/L November-April, 2.0 mg/L May-October; Seasonal Water Uses: All uses November-April, No uses May-October.
- [3] Designated Naturally Dystrophic Waters Segment; Seasonal DO Criteria: 5.0 mg/L December-February, 3.0 mg/L March-November.
- [4] Designated Man-Made Water body; Seasonal DO Criteria: 4.0 mg/L November-March, 2.5 mg/L April-October; Subcategory Fish and Wildlife Use, Blue Crab Use.
- [5] Designated Naturally Dystrophic Waters Segment-Not Available (N/A); the following criteria are applicable:
 - (a) No more than 20 percent decrease in naturally occurring litter fall or stem growth;
 - (b) No significant decrease in the dominance index or stem density of bald cypress;
 - (c) No significant decrease in faunal species diversity and no more than a 20 percent decrease in biomass.
- [6] Site-Specific Seasonal DO Criteria: 5 mg/L January-April, 3.5 mg/L May-December.
- [7] Designated Man-Made Water body; Cl, SO4, and TDS levels will not cause acute toxicity to the limited wildlife and aquatic life community established in the designated Monte Sano Bayou subsegment. Aquatic Life Acute

Criteria will apply and Human Health Criteria will be calculated with Secondary Contact Recreation Criteria and 6.5 g/day fish consumption rate.

- [8] The temperature differential limit of 2.8°C is not applicable to this water body subsegment.
- [9] Site-Specific DO Criteria.
- [10] Scenic River Segment limited to: Junction with Whiskey Chitto Creek to confluence with Marsh Bayou.
- [11] Scenic River Segment limited to: Confluence with Marsh Bayou to Ward 8 Park in Calcasieu Parish above Moss Bluff.
- [12] Scenic River Segment limited to: Confluence of East and West Prong to La. Hwy. 437, north of Covington.
- [13] Site-Specific Seasonal DO Criteria: 3 mg/L November-April, 2 mg/L May-October.
- [14] Site-Specific Seasonal DO Criteria: 5 mg/L November-April, 3 mg/L May-October.
- [15] Site-Specific Seasonal DO Criteria: 3 mg/L June and July, 4.5 mg/L August, 5 mg/L September through May. These seasonal criteria may be unattainable during or following naturally occurring high flow (when the gage at the Felsenthal Dam exceeds 65 feet and also for the two weeks following the recession of flood waters below 65 feet), which may occur from May through August. Naturally occurring conditions that fail to meet criteria should not be interpreted as violations of the criteria.
- [16] Designated Naturally Dystrophic Waters Segment; Seasonal DO Criteria: 5 mg/L December-February, 3 mg/L March-November.
- [17] Designated Naturally Dystrophic Waters Segment. The following criteria are applicable:
 - (a) No more than 50 percent reduction in the wetlands faunal assemblage total abundance, total abundance of dominant species, or the species richness of fish and macroinvertebrates, minimum of five replicate samples per site; p = 0.05.
 - (b) No more than 20 percent reduction in the total above-ground wetland productivity as measured by tree, shrub, and/or marsh grass productivity.
- [18] Designated Naturally Dystrophic Waters Segment. The following criteria are applicable:
 - (a) No more than 20 percent decrease in naturally occurring litter fall or stem growth;
 - (b) No significant decrease in the dominance index or stem density of bald cypress;
 - (c) No significant decrease in faunal species diversity and no more than a 20 percent decrease in abundance.
- [19] Designated Naturally Dystrophic Waters Segment; Seasonal DO Criteria: 5 mg/L November-March, 3.5 mg/L April-October.
- [20] Designated Naturally Dystrophic Waters Segment; Seasonal DO Criteria: 5 mg/L October-June, 3 mg/L July-September.
- [21] Designated Naturally Dystrophic Waters Segment; Seasonal DO Criteria: 5 mg/L October-June, 2.5 mg/L July-September.
- [22] Site-Specific Seasonal DO Criteria: 3 mg/L May-September, 5 mg/L October-April.
- [23] Designated Naturally Dystrophic Waters Segment. The following criteria apply: no more than 20% reduction in the total above-ground wetland productivity as measured by tree, shrub, and/or marsh grass productivity.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2074(B)(1).

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Water Resources, LR 15:733 (September 1989), amended LR 17:264 (March 1991), LR 20:431 (April 1994), LR 20:883 (August 1994), LR 21:683 (July 1995), LR 22:1130 (November 1996), LR 24:1926 (October 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 25:2405 (December 1999), LR 27:289 (March 2001), LR 28:462 (March 2002), LR 28:1762 (August 2002), LR 29:1814, 1817 (September 2003).

APPENDIX C

LAG570000

Turbidity limitations will be required only if they are established in a finalized TMDL or other wasteload allocation, and this TMDL or wasteload allocation establishes the limitation at the standard found in LAC 33:IX.113.B.9.i-vi.

As per LAC 33:IX.1113.B.9.i-vi, turbidity shall be limited as shown in the following table. Maximum turbidity levels are expressed as nephelometric turbidity units, or NTUs.

Discharges must be directly into one of the below named waterbodies in order for the effluent limitation to apply.

Waterbody 2 - 12 West State Control of the Control	Turbidity Limit (NTU) 20
Red, Mermentau, Atchafalaya, Mississippi, and Vermilion Rivers	150 NTU
estuarine lakes, bays, bayous, and canals	50 NTU
Amite, Pearl, Quachita, Sabine, Calcasieu, Tangipahoa, Tickfaw, and Tchefuncta Rivers	50 NTU
freshwater lakes, reservoirs, and oxbows ²	25 NTU
designated scenic streams and outstanding natural resource waters not previously mentioned	25 NTU
other state waters	background plus 10%4

- LAC 33:IX.1121.B.3.b.iii.(d) refers to marine as water bodies with salinities equal or greater than two parts per thousand. The same principle applies here.
- LAC 33:IX.1121.B.3.b.iii.(a) refers to freshwater as water bodies with salinities less than two parts per thousand.

 The same principle applies here.
- Outstanding natural resource waters include water bodies designated for preservation, protection, reclamation, or enhancement of wilderness, aesthetic qualities, and ecological regimes, such as those designated under the Louisiana Natural and Scenic Rivers System or those designated by the office as waters of ecological significance. This use designation applies only to the water bodies specifically identified in Table 3 (LAC 33:IX.1123) and not to their tributaries or distributaries unless so specified.
- Background refers to the average presence in the environment, originally referring to naturally occurring phenomena. The ambient instream concentration for a pollutant. (EPA, 1989) The permittee shall analyze at least three upstream samples for turbidity. The arithmetic average of these samples equals the background turbidity, or B. The calculation for finding 10% of the background turbidity is shown below:

 $B \times 0.1 = X$

10% of the background turbidity is denoted by X. Turbidity limit = B + X.

Louisiana Department of Environmental Quality (LDEQ) Office of Environmental Services

STATEMENT OF BASIS

Louisiana Pollutant Discharge Elimination System (LPDES) General Permit <u>LAG780027</u>

AI <u>84822</u> GEN20070001

By: Eura DeHart January 31, 2008

I APPLICANT:

Company: McManus Construction, Inc. P.O. Box 17110 Lake Charles, LA 70616

Facility:

Evergreen Landfill Approximately 0.5 miles north of the intersection of Evergreen Road and Old Spanish Trail Westlake, LA

Cognizant Official Telephone Number: (337) 433-2959

II PERMIT STATUS:

The Office of Environmental Services (Office) received an application on January 16, 2006 for initial issuance of an LPDES permit. The Office did not receive documentation of a timely public notice; therefore, the Notice of Intent was withdrawn. The Office received a re-submittal of the application on December 19, 2007.

On December 21, 2007, McManus Construction, Inc. did public notice their intent to be covered under the LPDES Construction/Demolition Debris and Woodwaste Landfill General Permit LAG780000 in the Lake Charles American Press of Calcasieu Parish. Within the required thirty day public comment period, no comments were received by the Louisiana Department of Environmental Quality.

There are no prior Louisiana Water Discharge Permit System (LWDPS) or National Pollutant Discharge Elimination System (NPDES) issued permits.

Issuing LPDES General Permit:

Construction/Demolition Debris and Woodwaste Landfills to discharge to waters of the State landfill wastewater (including, but not limited to, maintenance and repair shop floor wash water, vehicle wash water, cell dewatering wastewater, treated sanitary wastewater and storm water)

Final Effluent Limitations and Monitoring Requirements:

Part I, Section B, Schedule A, Page 6 of 15

McManus Construction, Inc.

Evergreen Landfill

RE: <u>LAG780027</u>; AI <u>84822</u>; <u>GEN20070001</u>

Page 2

111 **FACILITY INFORMATION**

Facility Location:

McManus Construction, Inc.

Evergreen Landfill

Approximately 0.5 miles north of the intersection of Evergreen Road

and Old Spanish Trail

Westlake, LA

Facility Type:

construction/demolition debris landfill

Number of Outfalls:

Latitude:

+ 30° 15' 10" North

Longitude:

- 93° 18' 54" West

١V **OUTFALL INFORMATION**

Outfall 001:

Discharge Description:

Stormwater associated with a construction/demolition

debris landfill

Parish:

Calcasieu Parish

Outfall Flow: Outfall Location:

Intermittent (varies with rainfall) near southeast corner of disposal area

Discharge Route:

by discharge pipe, thence into drainage ditches, thence into

Maple Fork, thence into Bayou d'Inde

LDEQ Subsegment Number:

Effluent Limits Basis:

030901

40 CFR 445.1, Effluent Limitations Guidelines for the Landfills Point Source Category defined in LAC 33:VII.115

Wastewater Treatment:

None

RECEIVING WATERS

Basin:

Calcasieu River Basin

Subsegment number:

030901

The Designated Uses of this subsegment are as follows:

Primary Contact Recreation Secondary Contact Recreation Fish and Wildlife Propagation

۷I **HISTORY / COMMENTS**

A. Compliance History

1. WQMD:

There are no open, appealed, or pending OEC enforcement actions as of

January 23, 2008.

2. EPA:

There is no EPA enforcement history on file as of January 23, 2008.

B. DMR Review:

A review of files for the facility revealed that DMR's were submitted for the

period of January 1, 2007 through June 30, 2007 prior to issuance of a

permit.

C. Inspections:

There are no water-related inspections on file as of January 23, 2008.

D. Fees:

\$660.00

McManus Construction, Inc. Evergreen Landfill

RE: LAG780027; AI 84822; GEN20070001

Page 3

E. 303(d) Status:

Subsegment 030901, Bayou D'Inde-Headwaters to Calcasieu River, is not listed on LDEQ's Final 2004 303(d) list as impaired. However, subsegment 030901 was previously listed as impaired for PCBs, priority organics, organic enrichment/low DO, nutrients, and phosphorus for which TMDLs have been developed. The Department of Environmental Quality reserves the right to impose more stringent discharge limitations and /or additional restrictions in the future to maintain the water quality integrity and the designated uses of the receiving water bodies based upon additional TMDLs and/or water quality studies. The DEQ also reserves the right to modify cr revoke and reissue this permit based upon any changes to establish TMDLs for this discharge, or to accommodate for pollutant trading provisions in approved TMDL watersheds as necessary to achieve compliance with water quality standards. Total Maximum Daily Loads (TMDL) were completed in 2001.

A TMDL report for Oxygen Demand, TMDLs For Dissolved Oxygen For The Calcasieu Estuary, was completed on July 1, 2001. As per the TMDL "Attainment of the D.O. criteria for the subsegments modeled in this study will require focused management of nonpoint sources." Therefore, the discharges from this facility should not cause or contribute to the violation of water quality standards for organic enrichment/low DO. The implementation of this TMDL through wastewater discharge permits and implementation of best management practices to control and reduce runoff of soil and oxygendemanding pollutants from nonpoint sources in the watershed will also control and reduce nutrient loading from those sources. LDEQ's position on nutrients, as supported by the ruling in Sierra Club v. Givens, 710 So.2d 249 (La. App. 1st Cir. 1997), writ denied, 705 So.2d 1106 (La. 1998), is that when oxygen-demanding substances are controlled and limited in order to ensure that the dissolved oxygen criterion is supported, nutrients are also controlled and limited. LAC 33:IX.2707.D.1.f.iii allows the establishment of effluent limitations based on an indicator parameter for the pollutant of concern. LDEQ's consistent approach to controlling nutrients in similar discharges where the WQMP does not otherwise require specific nutrient limitations is achieved by limiting the discharge of oxygen-demanding substances through a BOD₅ limitation. Compliance with the BOD₅ limitation as the indicator parameter will result in the control of nutrients from the discharge sufficient to attain and maintain the applicable water quality standard. Effluent monitoring of the indicator parameter as conducted by the permittee in accordance with Part I of the permit in addition to LDEQ's ambient water quality monitoring program will allow for further evaluation by the Department to determine the effectiveness of the limitation. The reopener clause located in Part II of the final permit allows the Department to modify or revoke and reissue the permit if the limitations as set on the indicator parameter are shown to no longer attain and maintain applicable water quality standards.

Hexachlorobutadiene, PCB's, tetrachloroethane and bromoform are priority organics specifically identified on EPA's 303(d) List. Therefore, the TMDL Total Maximum Daily Load for Toxics for the Calcasieu Estuary (Federal Register Notice: Volume 67, Number 114, pages 40735 - 40737 (6/13/2002)), establishes waste load allocations for these parameters for

McManus Construction, Inc.

Evergreen Landfill

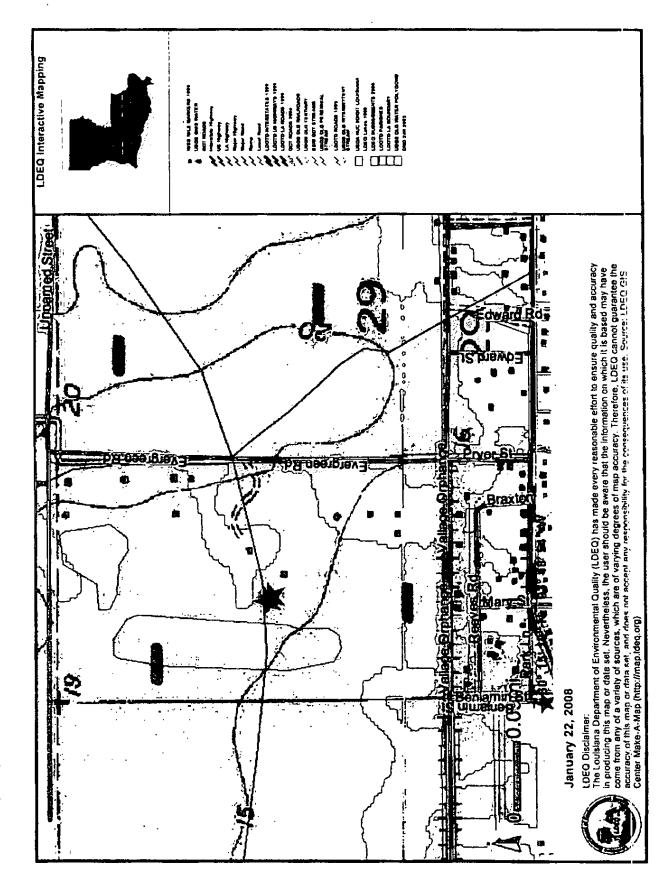
RE: <u>LAG780027</u>; AI <u>84822</u>; <u>GEN20070001</u>

Page 4

facilities that are reasonably expected to discharge these parameters. This facility is not expected to discharge hexachlorobutadiene, PCB's, tetrachloroethane or bromoform.

F. Comments:

This facility should receive an LPDES Construction/Demolition Debris and Woodwaste Landfills General Permit, in line with the provisions of 40 CFR 445.1, Effluent Limitations Guidelines for the Landfills Point Source Category defined in LAC 33:VII.115.



ATTACHMENT 11

Geotechnical Information

FUGRO - McCLELLAND (SOUTHWEST), INC.



Report No. 0696-1393 August 23, 1996

TRIEGAL & ASSOCIATES
P.O. Box 928
Lake Charles, Louisiana 70602

Attention: Mr. Blaine Johnson

916 Sampson Street, Suite E Westlake, LA 70669 Phone: 318-439-1731 Fax: 318-433-3313

Exploration & Laboratory Services
Evergreen - Solid Waste Permit
Triegal & Associates
Sulphur, Louisiana

Introduction

Fugro-McClelland (Southwest), Inc. is pleased to present this report summarizing field and laboratory services for the Solid Waste Permit project located on Evergreen Road in Sulphur, Louisiana. This study was authorized by Mr. Johnson with Triegal & Associates during the week of August 12-16, 1996. We conducted this study in general accordance with our Proposal No. 0696-1393, dated August 9, 1996.

Purpose and Scope. The purpose of our study was to explore and evaluate subsurface soil conditions and groundwater levels at the site. The scope of services to achieve this purpose consisted of:

- drilling three soil borings to explore subsurface conditions at the site,
- performing field and laboratory tests on selected soil samples to evaluate geotechnical engineering properties of the soils, and
- preparing a data report summarizing our field and laboratory findings.

We were not requested nor authorized to evaluate environmental conditions at the site. Therefore, environmental assessment, compliance with State and Federal Regulatory requirements, assessment of potential contamination migration, or environmental analyses were beyond the scope of this study.

Field Investigation

We explored the soil conditions at the site by drilling three undisturbed-sample borings to a depth of 50 feet. The borings were drilled at the locations selected and staked by Mr. Johnson. Borings were drilled with a truck-mounted drill rig using dry-auger and wet-rotary drilling techniques. A plan of the site with the approximate boring locations is shown on Flate 1.





Detailed descriptions of the soils encountered are presented on the boring logs on Plates 2 through 4. A key identifying the terms and symbols used on the boring logs is presented on Plate 5.

Soil samples were generally obtained at 2-ft intervals to 5-ft depth and at 5-ft intervals thereafter, as indicated on the boring log. We obtained undisturbed samples of cohesive soils by hydraulically pushing a 3-in. diameter thin-walled tube sampler into the soil. A 2-in. diameter split-barrel sampler was generally used for obtaining samples of granular soils. The values presented in the Blows Per Foot" column on the boring logs represent the number of blows of a 140-lb hammer falling 30 in. to drive the split-barrel sampler one foot. The procedure used to record the blows is given on Plate 5b.

After recovery, each sample was removed from the sampler and visually classified by an experienced geologist. The undrained shear strength of cohesive samples was estimated in the field using a calibrated hand penetrometer. Our procedure for adjusting field strengths for hand penetrometer readings is given on Plate 5b. After classifying the soils, our geologist packaged representative portions of each sample for transportation to our laboratory for testing.

Water level observations were made in the open borehole during the field investigation. Results of these observations are noted on the boring log. Following the completion of the borehole, it was sealed according to applicable state regulations.

Laboratory Program

Our laboratory testing program was directed primarily toward evaluating classification. Moisture content tests were performed to define the moisture content profiles. To aid in classification, liquid and plastic limits tests (ASTM D4318) were performed on selected cohesive samples. For fine-grained granular soils, we performed single sieve analyses of percent passing the No. 200 sieve (ASTM D1140). Laboratory tests were conducted in general accordance with applicable ASTM standards noted above. The results of the classification tests, performed for this study, are included on the boring log.





The following illustrations are attached and complete this report:

	<u>Plate</u>
Plan of Boring	4
Log of Boring	2-4
Terms and Symbols used in Boring Logs	2-4
	3

We appreciate the opportunity to be of service to Triegal & Associates. We look forward to providing field, laboratory, and professional services to you again in the future. Please call us if you have any questions or comments concerning this report or when we may be of further assistance.

Sincerely,

FUGRO-MCCLELLAND (SOUTHWEST), INC.

Rico L. Orsot, E.I.T. Project Engineer

RLO/no (1393r.doc) Copies Submitted: (3)





• B-1 Block C, Lot 3 Block B, N 1/2 Lot 2 B-3 • Block B, S 1/2 Lot 2 B-2 •

PLAN OF BORINGS

Approximate Scale

0 250 ft 500





	T =					- *- *- *		-	•				
DEPTH, FT	WATER LEVEL	SYMBOL	SAMPLES	BLOWS PER FOOT	LOCATION: See Plate 1 NW Corner of Block C Lot 3 SURF EL.:	STRATUM DEPTH, FT	WATER CONTENT, %	LIQUID	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PASSING NO. 200 SIEVE, %	UNIT DRY WEIGHT, PCF	SHEAR STRENGTH, KSF
	+		\mathbf{H}		STRATUM DESCRIPTION SILT, brown, with organics and sand pockets	ļ					4.7	^	
	11				over, stown, with diganics and sand pockets		13					-	
	┨╏				CLAY, firm to stiff, gray, with sand pockets	3.0							
- - 5 -					and partings		21	32	15	17			0.7 T
- 3 -					- with organics to 6'								
					- yellowish red, light gray, 8 to 23'		25						1.9 P
- 10,- -													
- ·	Y			ļ			-						
							22	32	16	16			1.1 P
. 13-													
• •							-						
20					- with ferrous nodules, 18 to 20'								1.9 P
- 20 - ·									_				
· ·													
. 25			1.5%		- gray and brown below 23'		25	53	20	33			1.7 P
- 25 -													
					venu niii 20 s. 251								
- 30 -			1	İ	- very stiff, 28 to 35'				_			-	2.0 P
					•								
					•								
- 35 -							21						2.4 P
. 1.													
					- silty at 39'								
			1		- with sand layers below 39'		22	28	19	9			1.5 P
		<u>V</u> :			rst Noticed. mbols defined on Plate 5.		TO' CA' DR' WE	AUC TRO	DEPTH DEPTH GER: FARY L: Ce	i: 50 i: No 0 to : Bel	0.0' ot Ap _l 12.0' low 1 t-Bent		
					LOG OF BORING NO								

LOG OF BORING NO. B-1 Evergreen - Solid Waste Permit Triegal & Associates Sulphur, Louisiana





<u>_</u>	<u> </u>	1									
DEPTH, FT	WATER LEVEL SYMBOL SAMPLES	BLOWS PER FOOT	LOCATION: See Plate 1 NW Corner of Block C Lot 3 SURF EL.: STRATUM DESCRIPTION	STRATUM DEPTH, FT	WATER CONTENT, %	LIQUID	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PASSING NO. 200 SIEVE, %	UNIT DRY WEIGHT, PCF	SHEAR STRENGTH, KSF
			CLAY, gray and brown	†	-				 		
-											
-			SILTY SAND, medium dense, light gray, fine	43.0	 	<u> </u>		<u> </u>			
- 45 -		16	, , , , , , , , , , , , , , , , , , ,						34		-
											7
-					 						 ·
-		13	CLAY, stiff, greenish gray, with sand pockets	48.0							
- 50 -		4		50.0	24						
- -											
- -											
٠.											
- 55 -											· · ·
-											
<u> </u>					 						
60 -											
<u> </u>											
_								<u> </u>			
-											
– 65 –								<u> </u>			<u> </u>
	-										
-											
- - 70											 -
- ' -											
-											
_											
- 75 -								_			
<u> </u>					 -					—	
-]									
					<u> </u>						
<u>NOTE</u> 1 2	. <u>Ş</u> :	Water F	irst Noticed. Imbols defined on Plate 5.	I. <u>.</u>	TO' CA' DR' WE BA	Y AU(T RO	DEPTH DEPTH GER: TARY L: C	H: 50 H: N O to ': Be emen	0.0' ot Ap 12.0 low 1 t-Ben		
			LOG OF BORING NO								

LOG OF BORING NO. B-1 Evergreen - Solid Waste Permit Triegal & Associates Sulphur, Louisiana



DEPTH, FT	WATER LEVEL SYMBOL SAMPLES	BLOWS PER FOOT	LOCATION: See Plate 1 SW Corner of S 1/2 Lot 2 SURF EL.: STRATUM DESCRIPTION	STRATUM DEPTH, FT	WATER CONTENT, %	LIQUID	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PASSING NO. 200 SIEVE,%	UNIT DRY WEIGHT, PCF	SHEAR STRENGTH, KSF
	(XXXX)		FILL: CLAY, brown, with crushed stone		10						
- '-			SILT, gray	1.0	12						
5 -			CLAY, stiff to very stiff, gray - with calcareous nodules and vertical silt seams to 7'	3.0							1.2 P
- 10 -			- yellowish red, with ferrous nodules and silt partings and pockets, 8 to 10'		19	34	17	17			1.8 P
- 15 -	Y										1.7 P
20	¥		- sandy silt, 18 to 20'								1.2 P
- 25 -					31						1.9 P
- 30 -											1.5 P
- 35 -			- silty, 33 to 35' - with sand seams and layers below 33'		18	25	18	7			2.5 P
											1.2 P
1. 2.	.– . ⊈: v	Vater Fi and sy	rst Noticed. 💆: Depth To Water after 0.3 hours. mbols defined on Plate 5.		TOT CAN DRN WE' BAC	TAL E VED (Y AU(T RO' CKFIL	DEPTH DEPTH GER: TARY L: CH	0 to ': Be	0.0' ot Ap 20.0 low 2 t-Ben		

LOG OF BORING NO. B-2 Evergreen - Solid Waste Permit Triegal & Associates Sulphur, Louisiana



NOTES NOTES Noticed Y Depth To Water after 0.3 hours. Note				LOCATION: See Plate 1		γ				,		- von tat tot roy.
CLAY, very stiff, gray -5055557075 -	FT,	EPLE	PER		돛늢	~ %		U	<u></u> ≟≘	0% 8	≻̈̈̈́ρ	Ŧ,
CLAY, very stiff, gray -5055557075 -	PTH	MPI MPI	.00 .00		AH,	ENT		ITS.	EX DE	SE	T. I	EAR NGT SF
CLAY, very stiff, gray -5055557075 -	DE	SA	BLO	SURF EL.:	STR	¥K	125	₹ <u>=</u>	NDE	SSI	TING I	E E
Sandy silt, 43 to 45' 18 19 18 1] "	ၓ			==	29 20	×	S
1. □ 1. □ 1. □ 1. □ 1. □ 1. □ 1. □ 1. □	} .			CLAY, very stiff, gray								
1. □ 1. □ 1. □ 1. □ 1. □ 1. □ 1. □ 1. □				·				<u> </u>			_	
NOTES: 1. Y: Water First Noticed. Y: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot LOGGER: M. Fontenot	[- sandy silt, 43 to 45'		18	19	18	1			2.6 P
50.0 -55556060707575757575757	- 45 -											
50.0 -55556060707575757575757			Ì			-					_	
50.0 -55556060707575757575757	[[;											
NOTES: 1. ♀: Water First Noticed. ▼: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: So.0' CAVED DEPTH: Not Applicable ORY AUGER: 0 to 20.0' WET ROTARY: Below 20.0.' WET ROTARY: Below 20.0.' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	50 -							_				2.7 P
NOTES: 1. ⊈: Water First Noticed. ₹: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	" .				50.0							
NOTES: 1. ⊈: Water First Noticed. ₹: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	·	{										
NOTES: 1. ⊈: Water First Noticed. ₹: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot												
NOTES: 1. ♀: Water First Noticed. ♥: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: O to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	- 55 -	{										
NOTES: 1. ♀: Water First Noticed. ♥: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: O to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot												
NOTES: 1. ♀: Water First Noticed. ♥: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: O to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	} .						·				_	
NOTES: 1. ♀: Water First Noticed. ♥: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: O to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	60											
NOTES: 1. ⊈: Water First Noticed. ₹: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	F 60 -]										
NOTES: 1. ⊈: Water First Noticed. ₹: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	<u> </u>	{										
NOTES: 1. ⊈: Water First Noticed. ₹: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot												
NOTES: 1. ⊈: Water First Noticed. ¥: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	65 -											
NOTES: 1. ⊈: Water First Noticed. ¥: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot							-					
NOTES: 1. ⊈: Water First Noticed. ¥: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	} .		Ì									
NOTES: 1. ⊈: Water First Noticed. ¥: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	-											
NOTES: 1. ∑: Water First Noticed. ▼: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	F /0-		ļ				·			-		
NOTES: 1. ∑: Water First Noticed. ▼: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	-		ļ									
NOTES: 1. ∑: Water First Noticed. ▼: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. DATE: 16-Aug-96 TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	[-											
1. 文: Water First Noticed. 文: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	75 -	.										
1. 文: Water First Noticed. 文: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot			[- <u>-</u> .	-					
1. 文: Water First Noticed. 文: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	} .											
1. 文: Water First Noticed. 文: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot												
1. ☑: Water First Noticed. ☑: Depth To Water after 0.3 hours. 2. Terms and symbols defined on Plate 5. TOTAL DEPTH: 50.0' CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	NOTE	S:			L	DΔ		16-4-	10-06	<u>-</u> -l		
2. Terms and symbols defined on Plate 5. CAVED DEPTH: Not Applicable DRY AUGER: 0 to 20.0' WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	1	. <u>"</u> ∑: W	/ater Fi	rst Noticed. <u>Y</u> : Depth To Water after 0.3 hours.		TOT	AL D	EPTH	l: 50	0.01		
WET ROTARY: Below 20.0' BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot	2	. Terms	and sy	mbols defined on Plate 5.		CAV	/ED [DEPTH	d: No	ot Ap		•
BACKFILL: Cement-Bentonite Grout LOGGER: M. Fontenot				·								
	'					BAC	KFIL	L: Ce	ment	-Bent		Grout
LOG OF POPING NO. P. 2	<u> </u>					LOG	GER:	М.	Fonte	enot		

LOG OF BORING NO. B-2
Evergreen - Solid Waste Permit
Triegal & Associates
Sulphur, Louisiana



	- 111					-						
DEPTH, FT	WATER LEVEL	SAMPLES	BLOWS PER FOOT	LOCATION: See Plate 1 SW Corner of N 1/2 Lot 2 SURF EL.: STRATUM DESCRIPTION	STRATUM DEPTH, FT	WATER CONTENT, %	LIQUID	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PASSING NO. 200 SIEVE, %	UNIT DRY WEIGHT, PCF	SHEAR STRENGTH, KSF
				SILT, gray, with crushed stone and shell		8						
-	{			·								
- 5 -				CLAY, stiff to very stiff, light gray and brownish yellow - with silt seams to 4'	3.0	17						2.7 + P
- 10 -				- yellowish red, 8 to 10' - with sand partings and seams, 8 to 15'		25				94		1.3 P
- 15 -												1.5 P
- 20 -				- with shell fragments, 18 to 20'		25	37	15	22			1.2 P
- 25 -			15									
- 30 -				- gray and brown below 28' - with sand pockets, 28 to 30'		28	59	22	37			1.7 P
- 35 -												2.3 P
ļ -						22						2.3 P
2	<u>.</u> ∑	: W	ater Fi	irst Noticed. ▼: Depth To Water after 0.3 hours. mbols defined on Plate 5.		TOT CAN DRN WE' BAC	TAL D VED D V AUG T ROT CKFIL	DEPTH DEPTH GER: TARY L: C	0 to ': Be	0.0' ot Ap 15.0 low 1 t-Ben		
	:			LOC OF PODING NO								

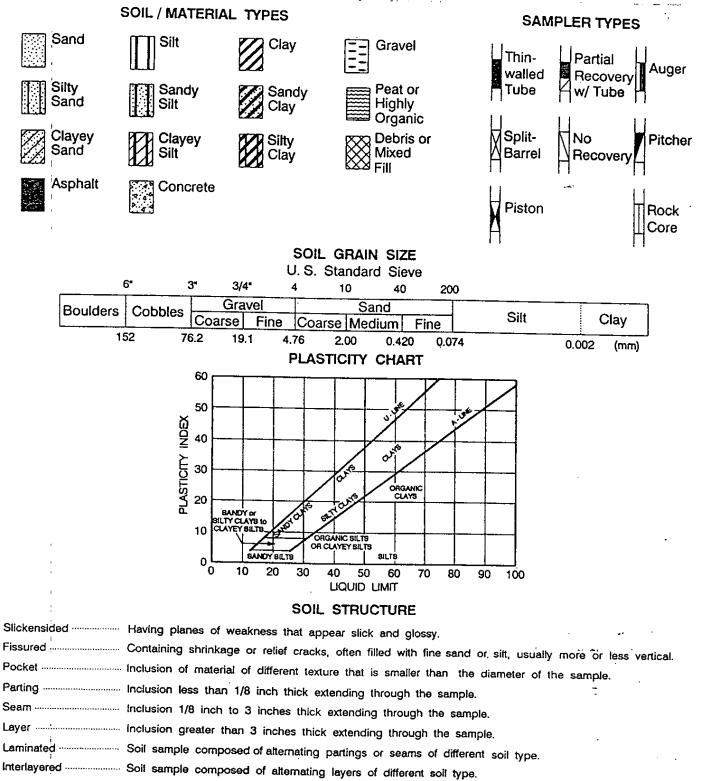
LOG OF BORING NO. B-3
Evergreen - Solid Waste Permit
Triegal & Associates
Sulphur, Louisiana



i			LOCATION OF BUILD		· · · · · ·	, 					
DEPTH, FT	WATER LEVE SYMBOL SAMPLES	BLOWS PER FOOT	LOCATION: See Plate 1 SW Corner of N 1/2 Lot 2 SURF EL.: STRATUM DESCRIPTION	STRATUM DEPTH, FT	WATER CONTENT, %	LIQUID	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PASSING NO. 200 SIEVE, %	UNIT DRY WEIGHT, PCF	SHEAR STRENGTH, KSF
1			CLAY, very stiff, brown and gray								
-											
					22						2.4 P
- 45 - -											
- - ;-							10				
- 50¦-		·	·	50.0		55	16	39			2.7 + P
- -											
- 55 - -											
· .											
- - 60 -							-				
·											
· .											
- 65 - -											
- 											
 - 70 -											
· · ·											
- 75 - -											
- !-											
· -								-			·
NOTE 1	 . ⊈: v	Vater Fi	irst Noticed. ▼: Depth To Water after 0.3 hours. mbols defined on Plate 5.		TO CA' DR' WE BAG	TAL D VED I V AUG T RO CKFIL	GER: TARY	H: 50 H: No O to ': Be emen	0.0' ot Ap 15.0 low 1 t-Bent		
			LOG OF BORING NO		<u> </u>						

LOG OF BORING NO. B-3
Evergreen - Solid Waste Permit
Triegal & Associates
Sulphur, Louisiana





TERMS AND SYMBOLS USED ON BORING LOG

Calcareous Having appreciable quantities of carbonate. (12 to 49%)

Carbonate Having more than 50% carbonate content.



STANDARD PENETRATION TEST (SPT)

A 2-in.-OD, 1-3/8-in.-ID split spoon sampler is driven 1.5 ft into undisturbed soil with a 140 - pound hammer free falling 30 in. After the sampler is seated 6 in. into undisturbed soil, the number of blows required to drive the sampler the last 12 in. is the Standard Penetration Resistance or "N" value, which is recorded as blows per foot as described below.

Blows Per Foot	Description	
25	25 blows drive sampler 12 inches, after initial 6 inches of seating.	
50/7*	50 blows drive sampler 7 inches, after initial 6 inch seating.	
Ref/3*	50 blows drive campler 3 inches during inting c	erval.

NOTE: To avoid damage to sampling tools, driving is limited to 50 blows during or after seating interval.

DENSITY OF GRANULAR SOILS

STRENGTH OF COHESIVE SOILS

Descriptive Term	*Relative Density, %	**Blows Per Foot (SPT)	Term	Undrained Shear Strength, ksf	Blows Per Foot (SPT) (approximate)
Very Loose	······································	0 to 4	Very Soft	< 0.25	010.2
Loose	15 to 35	5 to 10		0.25 to 0.50	-
Medium Dense	35 to 65	11 to 30		0.50 to 1.00 ····	=
Dense	65 to 85	31 to 50		1.00 to 2.00	
Very Dense			Very Stiff	2.00 to 4.00 ····	16 to 32
	d from sampler description for contraction for	riving record. lepth, groundwater level, ar	Hard	····· > 4.00 ····	

^{- --} Part groundwater level, and grain size.

SHEAR STRENGTH TEST METHOD

U = Unconfined

Q = Unconsolidated - Undrained Triaxial

P = Pocket Penetrometer

T = Torvane

V = Miniature Vane

HAND PENETROMETER CORRECTION

Our experience has shown that the hand penetrometer generally overestimates the in-situ undrained shear strength of overconsolidated Pleistocene Gulf Coast clays. These strengths are partially controlled by the presence of macroscopic soil defects such as slickensides, which generally do not influence smaller scale tests like the hand penetrometer. Based on our experience, we have adjusted these field estimates of the undrained shear strength of natural, overconsolidated Pleistocene Gulf Coast soils by multiplying the measured penetrometer readings by a factor of 0.6. These adjusted strength estimates are recorded in the "Shear Strength" column on the boring logs. Except as described in the text, we have not adjusted estimates of the undrained shear strength for projects located outside of the Pleistocene Gulf Coast formations.

Information on each boring log is a compilation of subsurface conditions and soil or rock classifications obtained from the field as well as from laboratory testing of samples. Strata have been interpreted by commonly accepted procedures. The stratum lines on the logs may be transitional and approximate in nature. Water level measurements refer only to those observed at the time and places indicated, and can vary with time, geologic condition, or construction activity.

TERMS AND SYMBOLS USED ON BORING LOG





Report No. 0696-1393 September 3, 1996

TRIEGAL & ASSOCIATES
P.O. Box 928
Lake Charles, Louisiana 70602

Attention: Mr. Blaine Johnson

916 Sampson Street, Suite E Westlake, LA 70669 Phone: 318-439-1731

Fax : 318-433-3313

Laboratory Test Results
McManus Pit
Sulphur, Louisiana

Fugro-McClelland is pleased to present the results of our laboratory tests for the samples submitted. The samples were collected and packaged by others on August 16, 1996. Plates 1 through 5 consist of the laboratory results. We appreciate the opportunity to provide Triegal & Associates with laboratory services for this project. Please call if you have any questions or if we can be of additional assistance.

Sincerely,

FUGRO-McCLELLAND (SOUTHWEST), INC.

Rico L. Orsot, E.I.T. Project Engineer

RLO/no (1393R1.doc) Copies Submitted: (3)



FM Identification	96-109
Station Location	2-7
Moisture Content, %	15
Liquid Limit	34
Plastic Limit	14
Plasticity Index	20

Grain Size Analysis	
Diameter, mm	Percent Passing
4.760	100.0
2.000	99.9
0.840	95.9
0.420	93.5
0.149	87.7
0.074	70.8
0.060	55.8
0.044	49.6
0.031	43.4
0.023	37.2
0.017	26.9
0.012	16.5
0.009	8.3
0.006	4.1
0.005	0.0
0.003	0.0

LABORATORY TEST REPORT

Tests comply with ASTM





FM Identification	96-110
Station Location	7-10
Moisture Content, %	20
Liquid Limit	n/a
Plastic Limit	n/a
Plasticity Index	n/a

Grain Size Analysis			
Diameter, mm	Percent Passing		
2.000	100.0		
0.840	99.9		
0.420	99.9		
0.178	98.5		
0.149	80.3		
0.074	13.2		



FM Identification	96-111
Station Location	10-22
Moisture Content, %	32
Liquid Limit	61
Plastic Limit	20
Plasticity Index	. 41

Grain Size Analysis			
Diameter, mm	Percent Passing		
4.760	100.0		
2.000	100.0		
0.840	100.0		
0.420	99.9		
0.149	99.7		
0.074	99.5		
0.055	85.2		
0.039	85.2		
0.027	85.2		
0.020	80.9		
0.014	76.7		
0.010	76.7		
0.007	74.5		
0.005	61.8		
0.004	19.2		
0.003	- 2.1		
0.002	0.0		
0.001	0.0		





FM Identification	96-112	
Station Location	22-40	
Moisture Content, %	35	
Liquid Limit	64	
Plastic Limit	29	
Plasticity Index	35	

Grain Size	Analysis	
Grain Size Analysis Diameter, mm Percent Passing		
	Percent Passing	
4.760	100.0	
2.000	100.0	
0.840	99.7	
0.420	99.4	
0.149	98.6	
0.074	93.0	
0.057	77.2	
0.040	75.1	
0.029	75.1	
0.020	75.1	
0.014	75.1	
0.010	72.9	
0.008	66.5	
0.006	55.8	
0.004	25.7	
0.003	8.6	
0.002	2.1	
0.001	0.0	





FM Identification	96-113	
Station Location	43-63	
Moisture Content, %	29	
Liquid Limit	60	
Plastic Limit	19	
Plasticity Index	41	

Grain Size Analysis				
Diameter, mm	Percent Passing			
4.760	100.0			
2.000	100.0			
0.840	99.8			
0.420	99.7			
0.149	99.2			
0.074	97.1			
0.054	89.0			
0.038	86.9			
0.027	84.8			
0.020	78.4			
0.014	76.3			
0.010	74.2			
0.007	69.9			
0.006	61.5			
0.004	33.9			
0.003	8.5			
0.002	2.1			
0.001	0.0			



ATTACHMENT 12

Engineers Certification

Statement of Certification Solid Waste Permit Application McManus Construction, Inc. Evergreen Landfill Westlake, Calcasieu Parish, Louisiana

"I certify under penalty of law that I have personally examined and I am familiar with the information submitted in this permit application and that the facility as described in this permit application meets the requirements of the Solid Waste Rules and Regulations. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment."

C. Blaine Johnson, P.E. LA Registration No. 24671

ATTACHMENT 13

Contingency Plan

CONTINGENCY PLAN

MCMANUS CONSTRUCTION, INC. EVERGREEN LANDFILL LAKE CHARLES, LOUISIANA

1.0 INTRODUCTION

This Contingency Plan describes actions to be taken by McManus Construction Evergreen Landfill personnel in the event of accidents; fires; receipt of prohibited waste; environmentally significant releases of waste or waste constituents to air, soil, surface, or groundwater; or equipment breakdowns. In the event of such situations, the appropriate provisions of this plan will be implemented immediately.

Actions described in this plan will be taken by landfill personnel in response to emergency situations. Qualified individuals will be designated as Emergency Coordinator (Landfill Manager) and alternates. The Emergency Coordinator and alternates shall be thoroughly familiar with all aspects of the contingency plan, operational activities of the landfill, characteristics of the landfill, and location of all landfill records. The Emergency Coordinator and alternates will be authorized to commit the resources necessary to implement contingency operations completely. All personnel are authorized to undertake the initial emergency response measures necessitated by an emergency.

The following emergency contacts are available to the landfill:

Lake Charles Fire Department	911 or 491-1360
Calcasieu Parish Sheriff	911 or 491-3627
Ambulance (Acadian)	911 or 1-800-259-1111
Hospital (Calcasieu Cameron)	527-9999
LDEQ - Southwest Region	491-2667

No special arrangements have been made with the local emergency service agencies because the potential incidents, which may occur at the Evergreen Landfill, do not necessitate such arrangements. Incidents requiring outside emergency response agency assistance should be handled by conventional methods. No evacuation plan is deemed necessary for the site.

2.0 CONTINGENCY PLAN AMENDMENTS

Amendments to the contingency plan will be made by the Emergency Coordinator if, during the course of an emergency, the plan does not covered the required emergency procedures adequately. Amendments will be made to the plan when:

- 1. The plan is found to be deficient during an emergency;
- 2. Changes to the facility design, construction, operation, or maintenance affect this plan; or
- 3. Personnel serving as Emergency Coordinator or alternates change.

Copies of the contingency plan will be maintained onsite at all times. Copies of the contingency plan have not been submitted to the local police departments, hospitals, and state and local emergency hazardous material response teams because special arrangements with local emergency service agencies are not warranted for this site.

3.0 ACCIDENTS

In the event of an emergency that threatens human health or the environment, the Emergency Coordinator will immediately assess the severity and potential consequences of the incident. The following actions(s) will be taken as deemed appropriate:

- 1. Should the incident involve a spill or release which requires notification, the Emergency Coordinator will notify the appropriate federal or state agency affected by the release and report the following information:
 - a. Caller's name and telephone number;
 - b. Name and address of the facility;
 - c. Time and type of release;
 - d. Name and quantity of material(s) involved, to the extent known;
 - e. The extent of injuries, if any, and
 - f. The possible hazards to human health or the environment outside the facility.
- 2. Appropriate measures will be taken to prevent spreading or worsening of the situation.
- 3. Arrangements will be made to collect, store, treat, or dispose of all recovered waste and cleanup residue.
- 4. Investigate possible methods of preventing recurrence of the incident.

3.1 VEHICULAR ACCIDENTS

The following emergency procedures were established for vehicular accidents, which may occur at the landfill:

1. Determine if personal injury has occurred. If so, follow the steps outlined in the following section that addresses personal injury.

- 2. Determine if the vehicle(s) can be safely moved under its own power. If so, move the vehicle(s) out of the way of normal traffic flow.
- 3. If the vehicle(s) cannot move under its own power and is interrupting traffic flow, push the vehicle(s) out of the way using site equipment.
- 4. Arrange to have any disable vehicles towed from the site in accordance with specific instructions from the Emergency Coordinator.

3.2 PERSONNEL ACCIDENTS

The following emergency procedures were established for personnel accidents, which may occur at the landfill:

- 1. Determine the nature and extent of the injuries;
- 2. Administer common emergency first-aid techniques, as necessary;
- 3. Call for outside emergency assistance, such as an ambulance, if injuries appear to require professional medical attention or emergency transportation to medical facilities;
- 4. Report incident to the Emergency Coordinator; and
- 5. If injuries require non-emergency medical attention, transport victim(s) to a professional medical care facility (Hospital emergency room, doctor's office, clinic, etc.) by conventional means.

4.0 FIRES

The following emergency procedures were established for fires, which may occur at the facility:

- 1. Always contact the Fire Department to request help.
- 2. Do not attempt to fight a fire alone. Maintain the buddy system throughout all phases of the response action.
- 3. Do not attempt to fight fire without the direction of the Emergency Coordinator or alternate, or without adequate personal protective equipment.
- 4. Be familiar with the use and limitations of fire-fighting equipment.
- 5. Evacuate all employees endangered by the fire from the landfill area.
- 6. Periodically invite the Fire Department to perform a fire prevention survey of the landfill site.

4.1 VEHICULAR AND EQUIPMENT FIRE

The following steps should be taken in response to vehicular or equipment fires:

- 1. Bring vehicle or equipment to a safe stop away from fuel supplies, uncovered solid waste or other vehicles. Shut off the engine and engage brake or use any other method to prevent subsequent movement of the vehicle.
- 2. <u>Immediately call the Fire Department or assign someone to call,</u> regardless of the apparent extent of the fire.
- 3. Alert other landfill personnel.
- 4. Assess the extent of the fire and the possibility for the fire to spread dangerously.
- 5. Do not attempt to fight the fire alone. Maintain the buddy system throughout all phases of the response action.
- 6. Do not attempt to fight fire without adequate personal protective equipment.
- 7. Notify the Emergency Coordinator or alternate.

5.0 SUDDEN RELEASES

Sudden releases from the disposal area may include smoke, vapors, liquids or unusual odors. The following emergency procedures were established for sudden releases, which may occur at the landfill:

- 1. Remove personnel from the area if their personal safety appears to be threatened.
- 2. Discontinue operations in the immediate area until authorized to resume by the Emergency Coordinator.
- 3. Notify the Emergency Coordinator to investigate the cause and correct it.
- 4. The Emergency Coordinator will notify LDEQ of the extent of sudden release; prepare a plan of action to correct the problem; and advise LDEQ, in writing, of plan accomplishment.

6.0 NONSUDDEN RELEASES

Non-sudden releases may include persistent odors that escape from the landfill. The following emergency procedures were established for non-sudden releases, which may occur at the landfill:

Notify the Emergency Coordinator;

- 2. The Emergency Coordinator will notify LDEQ of the non-sudden release with recommended actions to be taken; and
- 3. Undertake site remedial action to contain the release or mitigate its effects, including but not limited capping the escape point with soil or impervious material, treatment, or offsite disposal.

7.0 INCLEMENT WEATHER

During extremely windy periods, the potential for problems with windblown waste increases. To minimize the adverse effects of high wing, it may be necessary to erect additional litter control fences, increase the height of existing fences, or relocate the working face operation in a protected or semi-protected landfill area (e.g., relocate to a lower site elevation during windy weather, rather than near the more exposed upper site elevations).

Rain also may adversely affect landfill operations. During rainy weather, access to the working face along the onsite roads must be maintained. It may be necessary to grade out ruts in the road more frequently or it may be necessary to apply road base material to the onsite access roads to counteract the effects of rain. McManus will have access to a stockpile of aggregate roadbase material for use in maintaining passable access roads during wet-weather operations.

Because wet weather generally hinders the movement of solid waste vehicles, a disposal area adjacent to all-weather access roads will be reserved for wet-weather disposal. These wet-weather disposal areas will be at or just above-grade in the levels of the stairstep operation. If these areas are unavailable or become filled, an adjacent area just below-grade will be used. By re-servicing these wet-weather areas adjacent to all-weather access roads, the sold waste hauling vehicles remain on level ground and do not have to negotiate inclines on wet soil. The landfill equipment can also work more efficiently at these levels when compacting and covering solid waste during wet weather.

During rainy weather, the working face area should be minimized as much as possible to help prevent rain from soaking into refuse at the working face. Diversion of surface water runoff away from the working face will be maintained during the operating life of the landfill. Previously landfilled areas will be checked frequently during wet weather to verify that the interim or final cover soil has not eroded and that solid waste is not exposed. If cover soil has eroded, additional soil will be provided.

8.0 EQUIPMENT FAILURES

If a specific piece of landfill equipment fails, McManus will obtain a replacement piece of equipment. Transfer of equipment may occur when a certain equipment failure will result in an extended down time and transfer is shown to be more cost-effective than rental.

9.0 PERSONNEL

McManus will employ a sufficient number of landfill personnel to maintain daily operation. Enough qualified personnel will be employed so that landfill operation will not be significantly affected by workers not reporting due to illness, vacation, or other reasons.

10.0 RECEIPT OF PROHIBITED WASTE

Should prohibited waste or suspected prohibited waste arrive at the active disposal area, these procedures should be followed:

- 1. Take all necessary precautions to prevent landfilling the prohibited waste.
- 2. Attempt to stop the removal of prohibited waste from the haul vehicle and report all details of the incident to the Emergency Coordinator.
- 3. If prohibited waste is deposited at the landfill, the waste will be isolated and the Emergency Coordinator will be notified to determine the proper regulatory and safest environmental course of action. Even if the material has been inadvertently mixed with waste on the working face, procedures will be implemented to remove the prohibited waste from the landfill for safe disposal.
- 4. Prohibited waste will be containerized and removed from the site within 7 days of receipt of the waste.

ATTACHMENT 14

Letters Regarding 29 CFR.1910

May 2, 2008

Arabie Environmental Solutions, Inc. 510 Clarence Street
Lake Charles, Louisiana 70601

RE: Proposed Construction/Demolition Debris Landfill
West Calcasieu Parish

West Calcasieu Cameron Hospital agrees to respond to emergencies that might occur at the proposed construction/demolition debris landfill sites located in West Calcasieu Parish.

It is understood that potential emergencies could result from a hazard which includes fires, explosions, spills or material releases, and vehicular accidents. It is further understood that wastes associated with this job include concrete, various types of building materials and wood waste, gasoline, petroleum lubricants and solvents.

West Calcasieu Cameron Hospital does have a decontamination area to treat patients and is able to comply with 29 CFR 1910.120.

If you have any questions or need additional information, please contact me.

Sincerely,

Randy Favre

Director of Ambulance

RF/jd

August 21, 2008

Arabie Environmental Solutions, Inc. 510 Clarence Street Lake Charles, Louisiana 70601

RE: Proposed Construction/Demolition Debris Landfill West Calcasieu Parish

Lake Charles Fire Department agrees to respond to emergencies that might occur at the proposed construction/demolition debris landfill sites located in West Calcasieu Parish.

It is understood that potential emergencies could result from a hazard which includes fires, explosions, spills or material releases, and vehicular accidents. It is further understood that wastes associated with this job include concrete, various types of building materials and wood waste, gasoline, petroleum lubricants and solvents.

Lake Charles Fire Department does have a decontamination area to treat patients and is able to comply with 29 CFR 1910.120

If you have any questions or need additional information, please contact me.

Sincerely,

David Manuel 'Lake Charles Fire Chief

Monuel

DM/lr



ACADIANI Ambulance Service



NATIONALLY ACCREDITED P.O. Box 92970 - LAFAVETTE, LA - 70509-2970

Ambiliance Dispatch 511 800-259-1111

ADMINISTRATION 337-291-3333 800-259-3333

> BILLING 800-259-2222

August 27, 2008

Arabie Environmental Solutions Attn: Jared King 510 Clarence Street Lake Charles, LA 70601

RE: Proposed Construction/Demolition Debris Landfill West Calcasieu Parish

Dear Jared,

Acadian Ambulance Service agrees to respond to emergencies that might occur at the proposed construction/demolition debris landfill sites located in West Calcasieu Parish.

We are able to comply with 29 CFR 1910.120.

If you have any questions, please feel free to contact me.

Respectfully,

Jay Woodley

Operations Coordinator

ATTACHMENT 15

Document to be filed with the Parish Records

Document to be filed in the Parish Records upon Final Closure of a Solid Waste Disposal Facility

(Name of permit holder) hereby notifies the public that the following described property was used for the disposal of solid waste. This site was closed on (date facility was closed) in accordance with the *Louisiana Administrative Code*, Title 33, Part VII. Inquiries regarding the contents of (the facility) may be directed to (name of person with knowledge of the contents of the facility).

Property Description
(Provide the specific description of the location of the facility)
Signature of Person Filing Parish Record
Taraday (D. Eu
Typed Name and Title of Person Filing
Parish Record

Date

(A true copy of the document must be certified by the parish clerk of court.)

ATTACHMENT 16

Certificate of Insurance



ace westchester

ACE Westchester Specialty
Group
678 795-4000 main
800 982-9826 toll
Environmental
678 795-4569 fax
500 Colonial Center

Halx Received 1/5/09

Suite 200 Roswell, GA 30076

Renda K. Gray - Underwriter 678 795-4148 (direct) rendagray@ace-ina.com

January 2, 2009

Sarah Wirtz Assistant Vice President Risk Placement Services, Inc. 300 South Riverside Plaza, Suite 1920 Chicago, IL 60606

RE: McManus Construction, Inc.

POLICY NO.: G2206115A 004

COMPANY: Westchester Surplus Lines Insurance Company

Dear Sarah:

	Enclosed please find the original and copies of the captioned policy.	
	in order, and let us know if there are any discrepancies or if you have a	
	Attached to this policy is the U.S. Treasury Department's Office o	f Foreign Assets Control ("OFAC")
	Advisory Notice to Policyholder.	
	Enclosed please find the original and copies of Endorsement No(s).	to the captioned policy.
\Box .	In order to complete our file, please forward:	
\boxtimes	Other: Solid Waste Facility Certificate of Liability Insurance	

Thank you for working with us on the placement of this risk. We appreciate your support and look forward to working with you in the future.

Regards,

Underwriter

Ace Westchester Specialty - Environmental

Enclosure

Please be advised that we do not review Certificates of insurance by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates for us for review or for our records. Authority is granted to you for the limited purpose of issuing unmodified ACORD Certificates (ACORD 25-S for Casualty and ACORD 24 for Property and Inland Marine) only. It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of insurance ACORD or other is prohibited. Certificates of insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds, loss payees and mortgagees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.

SOLID WASTE FACILITY CERTIFICATE OF LIABILITY INSURANCE

Secretary Louisiana Department of Environmental Quality Post Office Box 4313 Baton Rouge, Louisiana 70821-4313

Office of Environmental Services, Waste Permits Division Attention:

McManus Construction-Evergreen Landfill RE: Agency Interest# 84822 Facility Permit #PER 20070001

Dear Sir:

Road, Westlake,

LA 70669

436 Walnut street 19106

Surplus Lines the "insurer," of Philadelphia, PA hereby certifies that it has issued liability insurance covering bodily injury and property damage to McManus Construction, Inc. 'the "insured," of PO Box 17110 Lake Charles,

connection with the insured's obligation to demonstrate financial responsibility under LAC 70616

33:VII.1301. The coverage applies at McManus Construction-Evergreen Landfill, Evergreen Landfill, Agency Interest #84822, Site ID #D-019-12694 for sudden and account of the coverage applies at McManus Construction-Evergreen Landfill, for sudden and accidental

Facility per each occurrence and occurrences. The limits of liability are \$1,000,000.00 Permit# \$2,000,000.00 annual aggregate, per site, exclusive of legal-defense costs. The

20070001 coverage is provided under policy number G2206115A004 issued on 3/5/0 The effective date

of said policy is March 5, 2009

2. The insurer further certifies the following with respect to the insurance described in Paragraph

(a). Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy.

(b). The insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated, as specified in LAC 33:VII.1301.B.2, 3, or 4.

(c). Whenever requested by the administrative authority, the insurer agrees to furnish to him a signed duplicate original of the policy and all endorsements.

(d). Cancellation of the insurance, whether by the insurer or the insured, will be effective only upon written notice and upon lapse of 60 days after a copy of such written notice is received by the administrative authority.

(e). Any other termination of the insurance will be effective only upon written notice and upon lapse of 30 days after a copy of such written notice is received by the administrative authority.

3. I hereby certify that the wording of this certificate is identical to the wording specified in LAC 33:VII.1399.Appendix B as such regulations were constituted on the date first written above, and that the insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states, and is admitted, authorized, or eligible to conduct insurance business in the state of Louisiana.

Authorized Representative

Dated



ENV-1501 (03-06)

Environmental General Liability Policy Declarations

Page 1 of 2

THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

	Policy Number:	G2206115A 004	Renev	val of: G	2206115A 003
Item 1.	Named Insured:	McManus Construction, Inc. PO Box 17110 Lake Charles, LA 70615			
The Name	ed Insured is a: 🔲 Ind	dividual 🔲 Partnership 🔲 Lim	ited Liability Company		Other:
Item 2.	Producer:	Risk Placement Services, Ir 125 South Wacker Drive, St Chicago, IL 60606			
Item 3.	Policy Period:	Inception Date: May 01, 2			ay 01, 2009
	1	•	ne at the address shown		
		IOT INCLUDED" appears, then r	o such Coverage is p	rovided under thi	s policy.
Item 4.	Limits of Insuranc				
	i i	ral Liability Coverage		* 4 000 00	
	Each Occurrence			\$1,000,00	
· .		te Limit (Other than Products/Comple	eted Operations)	\$2,000,00 \$2,000,00	
	Personal & Adver	ted Operations Aggregate Limit		\$2,000,00	
		ises Rented to You		\$50,00	
•	Medical Payment			\$5,00	
1		tion Liability Coverage Part	·	\$1,000,00	·
	i i	ility Coverage Part		NOT INCLUDE	D Each Claim
: 	Third Party Prem		•	\$1,000,00	DO Each Pollution Condition
Item 5.	Deductible:				
ļ	Commercial Gen	eral Liability Coverage		\$10,00	00 Each Occurrence
! !	Contractors Pollu	tion Liability Coverage Part		\$10,0	00 Each Pollution Condition
	Professional Liab	ility Coverage Part		NOT INCLUDE	
	Third Party Prem	ises Pollution	•	\$25,0	00 Each Claim
<u> </u>	1	·			40.00
item 6.	Advance Premium	s 16,375	(25% minimum ear	ned)	
Item 7.	Rate:	\$ Flat - Not Auditable	ТН	ic is opptised copy i	OF POLICY NO 15 2206/15A00
Item 8.	Estimated Basis:	1 Covered Location	AA	ID IN NO EVENT TO BE SURANCE.	CONSIDERATORS ADDITIONAL A CONSIDERATOR AS ADDITIONAL A CONSIDERATOR AS ADDITIONAL



Environmental General Liability Policy Declarations

item 9.	Retroactive Date:			
	Commercial General	Liability Coverage:	Not Applicable	
	Contractors Pollution Liability Coverage Part: Professional Liability Coverage Part: Third Party Premises Pollution		Not Applicable	
			Not Applicable	
			05/01/2004	
	<u>.</u>			
	1	Construction Debris Lan	llift	
Item 10.	Covered Locations			
	i i	Lake Charles, LA 70615		
Item 11.	Forms and Endorse	ements:		
	CG0001 (10/01)	Commercial General Liability Coverage Form		
	ENV-1103 (06/06)	Contractors Pollution Liability Coverage Endors	sement	
	ENV-1111 (06/06)	Third Party Premises Pollution Liability Endorse	ement	
		Additional Insured Endorsement		
		Common Policy Conditions		
	ENV-3110 (09/04)	Deductible Liability Insurance Endorsement	•	
ļ	ENV-3112 (08/04)	Designated Operations Exclusion		
Ì	ENV-3201 (10/04)	Fungi, Mold or Microbial Matter Exclusion		
i •	ENV-5100 (08/04)	Asbestos Amendatory Endorsement Exterior Insulation and Finish System Exclusion	0	
	ENV-5101 (08/04)	Nuclear Hazard Liability Exclusion	' .	
	ENV-5102 (10/04)	Silica Exclusion		
	ENV-5103 (03/05) ENV-5106 (04/06)	Service of Suit Endorsement		
ļ	ENV-5519 (09/04) Earned Premium Endorsement - 25% Minimum Earned			
I I	ENV-6100 (08/04) Construction Management Professional Exclusion - General Liability Coverage			
ENV-6101 (08/04) Engineers, Architects and Surveyors Professional E			onal Exclusion - General Liability Co	overage
	ENV-6102 (08/04) Inspection, Appraisal and Survey Exclusion – General Liability Coverage ENV-6103 (08/04) Testing or Consulting Professional Liability Exclusion - General Liability Coverage ENV-6104 (08/04) Total Pollution Exclusion - General Liability Coverage			-
!				•
İ	ENV-6105 (08/04)	Employment Related Practices Exclusion		•
	ENV-6106 (01/05)	Defined Words and Phrases Endorsement		
 	ENV-9018 (12/04)	Fungi, Mold or Microbial Matter Coverage Excl	usion - Premises Pollution	
	ENV-9021 (01/08)	Intended Use Endorsement		
1	TRIA15c (01/08)	Policyholder Disclosure Notice of Terrorism Ins	surance Coverage	
	ENV-9950 (01/08)	Exclusion of Certified Acts of Terrorism	•	
	ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement	-4	
		Environmental & Umbrella/Excess Claims Dire	ctory	
	LD5S23g (02/05)	Signature Endorsement		
,				
Item 12.	- !		Date:	May 20, 2008

Authorized Representative

*** MANUAL INSERT ***

LOUISIANA

NOTICE:

This insurance is delivered as a surplus line coverage under the insurance code of the State of Louisiana.

In the event of the insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guarantees only specific policies issued by an insurance company authorized to do business in Louisiana.

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative

Printed Name of Licensed Louisiana Surplus Lines Broker



ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at http://www.aceproducercompensation.com or by calling the following toll-free telephone number: 1-866-512-2862.

IL P 001 01 04

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- · Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States. Treasury's web site - http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V -Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumptions of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer:
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured; arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured: or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels; lubricants or other operating fluids, for if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
 - (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
 - (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" adue to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III:—Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

© ISO Properties, Inc., 2000

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers...

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2), On ways next to premises you own or rent;
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;

- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while taking part in athletics.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

h. War

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - **b.** This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit":
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I — Coverage A — Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
 - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your demployee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
- The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
 - because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

- 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b**. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c**. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily, occupied by you with permission of the owner;.
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

- "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

- "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- **b.** Your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 11. "Loading or unloading" means the handling of property:
 - After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - **b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- **b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 17. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 21. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

Named Insured					Endorsement Number
McManus Con	struction, Inc.				
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
Issued By (Name of	Insurance Company)				-
Westchester S	urplus Lines Insurance	Company			<u></u>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, it is hereby agreed the following coverage is added to the policy:

COVERAGES - CONTRACTORS POLLUTION LIABILITY

A. Insuring Agreement

We will pay those sums in excess of the deductible shown in the Declarations that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We shall have the right and duty to defend the Insured against any **claim** or **suit** seeking those damages. However, we shall have no duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply.

We may, at our discretion, investigate any loss and settle any claim(s) or suit(s) that may result. But the amount we will pay for damages is limited as described in the LIMITS OF INSURANCE AND DEDUCTIBLE Section; and our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments, settlements or supplementary payments under all attached Coverage Parts and all Supplementary Payments which reduce the Limit of Insurance.

This insurance applies to a loss only if:

- 1. The loss occurs during the policy period; and
- 2. The loss takes place in the coverage territory; and
- 3. The loss arises out of your work.

In the event a **loss** continues to take place during multiple policy periods for policies issued by us, all **bodily injury** and **property damage** arising out of such **loss** will be deemed to take place during the earliest period during which the **loss** commenced.

B. Exclusions

This insurance does not apply to:

1. Contractual Liability

Bodily injury or **property damage** arising out of any liability of others assumed by the insured through contract or agreement. This exclusion shall not apply to liability for damages:

- a. That would have otherwise attached to the insured in the absence of such contract or agreement; or
- b. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** and **property damage** occurs subsequent to the execution of the

contract or agreement. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury** and **property damage** provided:

- (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same insured contract; and
- (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Damage to Your Work

Property damage to your work arising out of it or any part of it and included in the products-completed operations hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

3. Employer's Liability

Bodily injury to:

- a. An insured or an employee of the Insured, its parent, subsidiary or affiliate:
 - (1) Arising out of and in the course of employment; or
 - (2) While performing duties related to the conduct of the Insured's business.
- b. The spouse, child, parent, brother or sister of that **employee** of the Insured, its parent, subsidiary or affiliate as a consequence of Paragraph **a**. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of such **bodily injury**.

This exclusion does not apply to liability assumed by the insured under an insured contract.

4. Executive Officer

Bodily injury or **property damage** arising from your services and/or capacity as an **executive officer**, director, partner, trustee or **employee** of a business enterprise not named in the Declarations.

5. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured.

6. Fines and Penalties

Any fines or penalties imposed on the insured, or any claim(s) seeking payment for punitive, exemplary or multiplied damages, or injunctive relief arising out of any insured's knowing, willful or deliberate noncompliance with any statute, regulation, ordinance or administrative complaint. This exclusion also applies to any legal costs associated with such fines or penalties.

7. Insured's Internal Expenses

Claim(s) arising from expenses incurred by the insured for services performed by the salaried staff and employees of the insured.

8. Impaired Property

Any suit(s) or claim(s) arising out of property damage to impaired property or property that has not been physically injured, arising out of:

- A defect, deficiency, inadequacy or dangerous condition in your product or your work; or
- A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

9. Insured's Real Property

Bodily Injury or **property damage** arising from the insured's ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment, or condemnation of real property.

10. Intentional Acts

Bodily injury or **property damage** based upon or arising from any acts of the insured which are based upon or otherwise attributed to the insured's dishonest, intentional, fraudulent, malicious, willful, deliberate or knowingly wrongful act or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this policy.

11. Non-Owned Disposal Sites

Bodily injury or **property damage** based upon or arising from any material or waste transported beyond the boundaries of job sites where **your work** is being performed or has ever been performed. This exclusion does not apply to water or wastewater discharged from the jobsite in compliance with permits or instructions issued by a governmental agency or body either before or after policy inception.

12. Other Enterprises

Bodily injury or **property damage** arising out of any business enterprise owned, operated or managed by the insured or its parent company or the affiliate, successor or assignee of such company not named in the Declarations.

13. Other Named Insureds

Bodily injury or property damage arising out of claim(s) against you by any other Named Insured.

14. Products Liability

Bodily injury or property damage arising out of your product.

15. Professional Liability

Bodily injury or property damage arising from or in any way related to the rendering of or failure to render professional services by the insured or any contractor or subcontractor working on the Insured's behalf. Professional services include, but are not limited to, recommendations, opinions, and strategies rendered for architectural, consulting, design and engineering work, such as drawings, designs, maps, reports, surveys; change orders, plan specifications, assessment work, site maintenance, equipment selection, and related construction management, supervisory, inspection or engineering services.

16. Vehicles

Bodily injury or **property damage** arising from the use, maintenance, entrustment to others, or operation of any **auto**, aircraft, watercraft or other conveyance. This exclusion does not apply to **bodily injury** or **property damage** arising out of the use, maintenance, entrustment to others, or operation of any **auto**, aircraft, watercraft or other conveyance within the boundaries of the job site where **your work** is being performed.

17. War or Hostile Acts

Bodily injury and **property damage** based upon, arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether declared or not), **hostile acts**, civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

18. Workers' Compensation

Claim(s) or suit(s) arising as a result of any obligation of any insured under any workers compensation, disability benefits, or unemployment compensation law or any similar law.

C. Supplementary Payments

We will pay, with respect to any claim(s) we investigate or settle, or any suit(s) against an insured we defend:

- 1. All expenses we incur.
- 2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The company does not have the obligation to apply or furnish these bonds.
- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim(s) or suit(s), including actual loss of earnings up to \$250 a day because of time off of work.
- 4. All costs taxed against the Insured in the suit(s).

- 5. Pre-judgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will reduce the Limits of Insurance shown in the Declarations.

LIMITS OF INSURANCE AND DEDUCTIBLE

For the purposes of this endorsement, it is agreed that the following conditions are added to the COMMERCIAL GENERAL LIABILITY POLICY, SECTION III. LIMITS OF INSURANCE:

The Contractors Pollution Liability Limit shown-in-the Declarations is the most we will pay for the sum of all damages because of a **loss** arising out of any one **pollution condition** under this policy. The most we will pay with respect to any **pollution condition** that continues during the policy periods of more than one Pollution Liability Policy is the Contractors Pollution Liability Limit shown in the Declarations applicable to the first policy period during which the **pollution condition** commenced.

The General Aggregate Limit will be amended to include damages and Supplementary Payments under the Contractors Pollution Liability coverage part. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this policy.

The Limits of Insurance shown in the Declarations will apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve months. In that case, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

The deductible amount stated on the Declarations is applicable to each **pollution condition**. The deductible amount applies once to each **pollution condition** and applies to defense expenses, investigation, settlement, compromise, or indemnification.

We, at our sole election and option, may either:

- 1. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us; or
- Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible amount, to be held and applied by us at our sole discretion.

GENERAL CONDITIONS

For the purposes of this endorsement, it is agreed that the following conditions are added to the COMMERCIAL GENERAL LIABILITY POLICY, SECTION IV. – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Inspection

With reasonable notice to the insured, the Insurer shall be permitted, but not obligated, to inspect the insured's premises, equipment, and/or operations. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such property or operations are safe or in compliance with any applicable law, regulation or rule. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.

Headings

The descriptions in the headings and sub-headings of this policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

DEFINITIONS

For the purposes this endorsement, it is agreed that the following definitions will apply:

- Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include mobile equipment.
- B. **Bodily injury** means physical injury, illness or disease, mental anguish or emotional distress, sustained by any person, including death resulting therefrom.
- C. Claim means any written demand, notice, request for defense, request for indemnity, or other legal or equitable proceeding against any insured by a person, entity or asserted class for loss.
- D. Cleanup costs means expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any pollution conditions to the extent required by applicable environmental laws.
- E. Coverage territory means:
 - 1. The United States of America, its territories and possessions, Puerto Rico and Canada.
 - 2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Item 1. above.
- F. **Employee** includes temporary and/or leased staff working on behalf of and under direct supervision by you, but only for **your work**.
- G. Environmental laws mean federal, state, provincial, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability of the Insured with respect to pollution conditions.
- H. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- I. Hostile acts mean:
 - Use or threat of force or violence; or
 - 2. The commission of or threat to commit a dangerous act; or

- 3. Commission of or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; or
- 4. Intimidation or coercion of a government or civilian population or any segment thereof, or the disruption of the economy, or any segment of the economy; or
- 5. The release of pathogenic or poisonous biological or chemical materials, if such release was intentionally caused.
- J. Impaired property means tangible property, other than your product or your work, that cannot be used or is less useful because:
 - It incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of the contract or agreement;

If such property can be restored to use by:

- 1. The repair, replacement, adjustment or removal of your product or your work; or
- Your fulfilling the terms of the contract or agreement.

K. Insured contract means:

- A sidetrack agreement;
- 2. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 3. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- An elevator maintenance agreement;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 5. does not include that part of any contract or agreement:

- a. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- c. Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (5. b.) above and supervisory, inspection, architectural or engineering activities.
- L. Loss means bodily injury or property damage, neither expected nor intended from the standpoint of the Insured, caused by or resulting from a pollution condition and which results in a claim or suit.
- M. Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
 - 6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **auto**:

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- N. Named Insured means the person or entity shown in Item 1. of the Declarations.

- O. Natural resource damage means damage for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, and state or local government, any foreign government, or any Indian Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- Pollution condition means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal, material matter, irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater.

Q. Products - completed operations hazard:

- Includes all bodily injury and property damage occurring away from premises you own or rent and caused by pollution conditions arising out of your product or your work except:
 - a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- 2. Does not include **bodily injury** or **property damage** arising out of
 - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any Insured;
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials.

R. Property damage means:

- 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of physical injury that caused it; or
- Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the loss; or
- Cleanup costs.
- 4. Natural Resource Damage.
- S. Suit means a civil proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged. **Suit** includes:

- 1. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
- 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

T. Your product:

- 1. Means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- b. The providing of or failure to provide warnings or instructions.
- Does not include vending machines or other property rented to or located for the use of others but not sold.

U. Your work:

- 1. Means:
 - a. Work or operations performed by you or on your behalf; and
 - Materials, parts or equipment furnished in connection with such work or operations.
- 2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
 - b. The providing of or failure to provide warnings or instructions.

Named Insured					Endorsement Number
McManus Cor	nstruction, Inc.			·	
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
Issued By (Name o	finsurance Company)				
Westchester	Surplus Lines Insurance (Company			<u> </u>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRD PARTY PREMISES POLLUTION LIABILITY ENDORSEMENT

THIS IS A CLAIMS-MADE ENDORSEMENT. PLEASE READ THIS ENDORSEMENT CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS ENDORSEMENT RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. DEFENSE AND CLAIMS EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF INSURANCE AND APPLICABLE DEDUCTIBLES.

This endorsement amends the policy to add the following coverage:

I. COVERAGES: Third Party Premises Pollution Liability

A. Insuring Agreement

The Insurer agrees to pay loss(es) on behalf of the insured for:

Offsite Cleanup

1. Cleanup costs the insured becomes legally obligated to pay as a result of claim(s) arising from a pollution condition(s), beyond the boundaries of the covered location(s), that migrated from the covered location(s), provided such pollution condition(s) first commence after the Retroactive Date listed in the Declarations, if any, and before the end of the policy period and any resulting claim(s) are reported to the Insurer, in writing, during the policy period or any applicable Extended Reporting Period. And,

Bodily Injury and Property Damage

2. Bodily injury or property damage that the insured becomes legally obligated to pay as a result of claim(s) arising from pollution condition(s) at, on, under or migrating from the covered location(s) provided such pollution condition(s) first commence after the Retroactive Date listed in the Declarations, if any, and before the end of the policy period and any resulting claim(s) are reported to the Insurer, in writing, during the policy period or any applicable Extended Reporting Period.

B. Exclusions

For the purpose of the insurance provided by this endorsement, this insurance does not apply to any claim(s), loss(es), cleanup costs, or defense and claims expense(s), arising out of or related to:

1. Contractual Liability

Liability of others assumed by the **insured** through contract or agreement, except if the liability would have attached to the **insured** in the absence of such contract or agreement.

Copyright © 2006

2. Divested Property

Pollution condition(s) on, at, under, or migrating from the covered location(s) listed in the Declarations where the actual discharge, dispersal, release, escape, migration or seepage began subsequent to the time that such covered location(s) are sold, given away, abandoned, or condemned.

3. Employers Liability

Bodily injury to:

- a. An insured or its parent, subsidiary or affiliate
 - Arising out of and in the course of employment by the insured or its parent, subsidiary or affiliate; or
 - ii. Performing duties related to the conduct of the Named Insured's business
- b. The spouse, child, parent, brother or sister of such **insured** or its parent, subsidiary or affiliate as a consequence of Paragraph A. above.

This exclusion applies:

- a. Whether the **insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of such **bodily injury**.

4. Fines and Penalties

Any claim(s) seeking payment for fines, penalties, punitive, exemplary or multiplied damages, or injunctive relief.

5. First Party Property Damage

Property damage to real or personal property owned, leased, loaned, or rented to the **insured**, or otherwise in the care, custody, or control of the **insured**. The exclusion does not apply to **replacement costs**.

6. Intentional Non-Compliance

The intentional disregard of or knowing, willful or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by any **responsible insured**.

7. Known Conditions

Pollution condition(s) in existence prior to the **policy period** and known to a **responsible insured** and not specifically referenced in the Schedule of Known Conditions attached to this Policy.

Lead Based Paint and Asbestos 8.

Lead based paint, asbestos, or asbestos containing materials, in, on, migrating from, or applied to any covered location(s).

Naturally Occurring Materials 9.

The presence of or required removal of naturally occurring materials, except in those circumstances where such substances are present at the covered location(s) in concentrations in excess of their natural concentration.

10. **Temporary Storage**

Pollution condition(s) that commence while waste or products are temporarily offloaded for storage during the course of transportation.

11. **Underground Storage Tanks**

Pollution condition(s) emanating from an underground storage tank:

- the presence of which was known to a responsible insured prior to the a. policy period; and
- which is not listed in the Schedule of Insured Underground Storage Tanks. b.

12. Vehicles

Pollution condition(s) resulting from the use, maintenance or operation, including loading or unloading, of an auto, aircraft, watercraft, or other conveyance beyond the boundaries of the covered location(s).

13. War or Hostile Acts

Bodily injury and property damage based upon, arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether declared or not), hostile acts, civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

Defense and Claims Expense C.

The Insurer will have the right and duty to defend the insured against any claim(s) brought in the United States of America, its territories and possessions, Puerto Rico, and Canada to which this insurance applies. The Insurer shall have no duty to defend the insured against any claim to which this insurance does not apply. The Insurer will pay defense and claims expense of a specific claim to which this insurance applies. Defense and claims expense reduces the applicable Limits of Insurance as described in Limits of Insurance and Deductible below and is included within the deductible stated in the Declarations. All duties of the Insurer under this policy, including the duty to defend, end when the applicable Limits of Insurance are exhausted.

LIMIT OF INSURANCE AND DEDUCTIBLE III.

For the purpose of the insurance provided by this endorsement, Section III. LIMITS OF INSURANCE AND DEDUCTIBLE is deleted in its entirety and replaced by the following:

- A. The Limits of Insurance shown in the Declarations and Paragraphs B., C., and D., below set forth the most the Insurer will pay regardless of the number of insureds, covered locations, pollution condition(s), claims, or persons or organizations making claims.
- B. The General Aggregate Limit stated in the Declarations is the most the Insurer will pay for the sum of damages under all Coverages and supplementary payments or **defense and claims expense** afforded by this Policy.
- C. Subject to the General Aggregate Limit, the applicable Third Party Premises Pollution Liability Coverage Part stated in the Declarations is the most the Insurer will pay for all applicable claim(s) or loss(es), including defense and claims expense afforded by this endorsement arising from the same or related pollution condition(s).
- D. Subject to Paragraphs A., B., and C. above, this policy will pay the amount of cleanup costs, claim(s), loss(es), and/or defense and claims expense that exceed the deductible amount set forth in the Declarations for the Thrird Party Premises Pollution Liability Coverage Part. The Insurer has the right, but not the obligation, to make any payments associated with cleanup costs, claim(s), and/or defense and claims expense within the amount of the applicable deductible if the Insurer, in its discretion, deems it advisable to do so. If the Insurer exercises this right, the insured must promptly upon request, but in no event later than thirty (30) days after such request, reimburse the Insurer for any payments made by the Insurer within the amount of the applicable deductible.

IV. GENERAL CONDITIONS

For the purpose of the insurance provided by this endorsement, Section IV. GENERAL CONDITIONS, Item B. Duties in the event of a Loss, Claim or Suit is deleted in its entirety and replaced by the following:

B. Duties in the event of a Loss, Claim or Suit

- 1. The **insured** must provide the Insurer with prompt written notice of any **claim** or **pollution condition(s)** under this Policy. Notice should include reasonably detailed information as to:
 - a. The identity of the insured;
 - b. The location of the pollution condition;
 - c. The nature of the claim or pollution condition(s); and
 - d. The steps undertaken by the insured to respond to the claim or pollution condition(s).

The insured must:

- a. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any claim;
- b. Authorize the Insurer to obtain records and other information;
- Cooperate with the Insurer in the investigation, settlement or defense of the claim;
- d. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the **insured**

because of claim(s), loss(es), cleanup costs, or defense and claims expense to which this Policy may also apply;

- e. Provide the Insurer with such information and cooperation as the Insurer may reasonably require.
- 3. The **insured** shall not make or authorize an admission of liability or attempt to settle or otherwise dispose of any **claim** without the written consent of the Insurer.
- 4. The **insured** shall not incur any **cleanup costs** without the express prior written consent of the Insurer, except in the event of an **emergency response**.
- 5. If in sole judgement of the Insurer, the insured fails to take reasonable steps to mitigate any and all pollution condition(s) to the extent required by environmental law(s), the Insurer shall have the right, but not the duty, to mitigate such pollution condition(s).

Any cleanup costs incurred by the Insurer or insured shall be subject to the Limit of Insurance and Deductible listed in the Declarations.

For the purpose of the insurance provided by this endorsement, the following **Defense and Settlement** provisions are added to Section IV. **GENERAL CONDITIONS:**

Defense and Settlement

- 1. The Insurer will have the right and the duty to defend the **insured** against a **claim** to which this insurance applies. However, such duty to defend ends once the Limits of Insurance are exhausted or are tendered into a court of applicable jurisdiction.
- 2. The Insurer will have the right, but not the duty, to select legal counsel for the investigation, adjustment, and defense of any **claim(s)** covered under this Policy.
- 3. **Defense and claims expense** reduces the Limit of Insurance shown in the Declarations and any applicable Deductible shown in the Declarations.
- 4. The Insurer will present all settlement offers to the insured. If the Insurer recommends a settlement which is acceptable to a claimant, which exceeds any applicable Deductible, is within the Limits of Insurance, and the insured refuses to consent to such settlement offer, then the Insurer's duty to defend shall end. The Insurer's liability for claim(s) or defense and claims expense(s) shall not exceed the amount for which the claim could have been settled if the recommendation made by the Insurer had been accepted, exclusive of the retention.

V. | DEFINITIONS

For the purpose of the insurance provided by this endorsement, the following definitions are deleted in their entirety and replaced by the following:

- C. Claim means any demand received by the insured seeking a remedy or asserting liability or responsibility on the part of the insured for loss. Claim also includes:
 - Civil proceedings in which liability for loss to which this insurance applies is alleged; or
 - 2. An arbitration or other alternative dispute resolution proceeding in which such liability for **loss** is asserted to which the **insured** must submit or do submit with consent of the Insurer.

- D. Cleanup costs mean reasonable expenses incurred to investigate, quantify, monitor, abate, remove, dispose, treat, neutralize, or immobilize pollution condition(s) to the extent required by environmental law. Cleanup costs shall also include:
 - 1. Reasonable legal cost, where such cost has been incurred with the written consent of the Insurer; and
 - 2. Replacement costs.

L. Loss means:

- Monetary awards or settlements of compensatory damages arising out of bodily injury or property damage;
- Cleanup costs.
- O. Pollution condition means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater.
- R. Property damage means:
 - 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of physical injury that caused it; or
 - 2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **loss**; or
 - 3. Natural resource damages.

For the purpose of the insurance provided by this endorsement the following additional definitions apply:

Covered location means any location(s) specifically listed in the Declarations or by endorsement.

Defense and claims expense means costs incurred in the investigation, adjustment, or defense of **claims**. Such costs include, but are not limited to, costs of appeal, premium on appeal bonds or bonds to release attachments.

Emergency response means reasonable cleanup costs incurred by the insured to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a pollution condition(s).

Insured means the **Named Insured**, any additional **insured** specifically endorsed onto this Policy, and any director, officer, partner, or employee of the **Named Insured** while acting within the scope of his or her duties as such.

Named Insured means the person or entity shown in the Declarations or by endorsement.

Natural resource damages means damages for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, and state or local government, any foreign government, or any Indian Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.

Policy period means the period shown in the Declarations, or any shorter period resulting from the cancellation or termination of this Policy.

Replacement costs mean those expenses necessarily incurred by the **insured**, with the Insurer's consent, to repair or replace real property or personal property, damaged during the course of responding to a **pollution condition(s)**. Replacement costs do not include costs associated with improvements or betterments.

Responsible insured means any employee of the insured responsible for environmental affairs, control, or compliance, or any officer, director, partner, branch manager, operations manager, or project manager of the **Named Insured**.

Underground storage tank means any tank which has more than 10% of its volume below ground and associated piping and appurtenances connected thereto.

EXTENDED REPORTING PERIOD

VI.

For the purpose of insurance provided by this endorsement, any **EXTENDED REPORTING PROVISIONS** in the policy are deleted and replaced by the following. If there are no existing **EXTENDED REPORTING PROVISIONS** in the policy, the following provisions are added for the purpose of the insurance provided by this endorsement.

In the event that this policy is cancelled or non-renewed by the **insured** or the Insurer, for any reason, except for non-payment of premium or deductible amounts, the following shall apply:

A. Automatic Extended Reporting Period

- The Insurer shall provide the insured at no additional premium an Automatic Extended Reporting Period of sixty (60) days for any claim(s) first made against the insured during this automatic extended reporting period provided:
 - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
 - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
 - c. The **claim(s)** is reported in writing to the Insurer within sixty (60) days immediately following the expiration or cancellation date of the Policy.
- 2. The Automatic Extended Reporting Period shall become effective on the expiration or cancellation date of the Policy.
- The Automatic Extended Reporting Period shall not reinstate or increase the Limits
 of Insurance, nor shall it extend the policy period or change the scope of the
 coverage provided.
- 4. The Automatic Extended Reporting Period shall not be provided if the insured has purchased other insurance to replace the coverage provided under this Policy.

B. Optional Extended Reporting Period

 The Named Insured, upon payment of an additional premium of 200% of the annual policy premium, shall be entitled to purchase an Optional Extended Reporting Period of thirty-four (34) months for any **claim(s)** first made against the **insured** during this optional extended reporting period or the automatic extended reporting period provided:

- The claim(s) arises out of a pollution condition(s) to which this insurance applies; and
- b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
- c. The **claim(s)** is reported in writing to the Insurer within 36 months immediately following the expiration or cancellation date of the Policy.
- A written request for the Optional Extended Reporting Period must be received by the Insurer within thirty (30) days immediately following the expiration or cancellation date of the Policy.
- Upon payment of the additional premium, the Optional Extended Reporting Period may not be cancelled and no return premiums will be provided.
- The Optional Extended Reporting Period shall become effective on the expiration date of the Automatic Extended Reporting Period.
- 5. The Optional Extended Reporting Period shall not reinstate or increase the bimits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.

Named Insured McManus Cor	nstruction, Inc.		_		Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
.1	Insurance Company) Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to bodily injury or property damage occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Named insured				Endorsement Number
McManus Construction, Inc.				
Policy Symbol Policy Number PPL G2206115A 0	Policy Period 04 05/01/2008	то	05/01/2009	Effective Date of Endorsement
Issued By (Name of Insurance Company) Westchester Surplus Lines Insural	nce Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- 3. We will mail or deliver our notice of cancellation to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 16. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time.

D. Inspections and Surveys

- We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.
- We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay;
- Is responsible for the prompt payment of all deductibles under this policy.

F. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Named Insured	··		-		Endorsement Number
McManus Cons	struction, Inc.				
Policy Symbol	Policy Number	Policy Period			Effective Date of Endorsement
PPL :	G2206115A 004	05/01/2008	то	05/01/2009	
Issued By (Name of I	nsurance Company)				
Westchester S	urplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE

Coverage	Per Claim Deductible	Per Occurrence Deductible
Bodily Injury & Property Damage Liability Combined	Not Applicable	\$10,000

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability coverage parts to pay damages on your behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Schedule above, as applicable to such coverage.
- B. Deductible amounts may be on either a Per Claim or Per Occurrence basis. The Deductible amount stated in the Schedule above applies as follows:
 - 1. Per Claim Basis

If the Deductible amount indicated in the **Schedule** above is on a Per Claim basis that Deductible amount applies to all damages sustained by any one person because of:

- a. bodily injury; or
- b. property damage; or
- c. **bodily injury** and **property damage** combined as the result of any one **occurrence**.

If damages are claimed for care, loss of services or death resulting at any time from **bodily injury**, a separate Deductible amount will be applied to each person making a claim for such damages.

With respect to property damage; the definition of person includes an organization.

Per Occurrence Basis

If the Deductible amount indicated in the **Schedule** above is on a Per Occurrence basis that Deductible amount applies to all damages because of:

a. bodily injury; or

- b. property damage; or
- c. bodily injury and property damage combined as the result of any one occurrence, regardless of the number of persons or organizations who sustain damages because of that occurrence.
- C. The terms of this insurance, including those with respect to:
 - Our right and duty to defend the Insured against any claim(s) or suit(s) seeking those damages;
 and
 - 2. Your duties in the event of an occurrence, claim or suit,

apply irrespective of the application to the Deductible amount.

All other terms and conditions remain the same.

Named Insured					Endorsement Number
McManus Con	struction, Inc.				
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
	Insurance Company)				
Westchester S	Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED OPERATIONS EXCLUSION

SCHEDULE OF OPERATIONS:

All operations and premises other than the operation of the Construction & Debris Landfill and Maintenance Garage located at 4128 Highway 3059, Lake Charles, LA 70616.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to **bodily injury** or **property damage** arising out of any operations shown in the Schedule of Operations above.

All other terms and conditions remain the same.

Named Insured McManus Cor	nstruction, Inc.		<u>. </u>		Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
1	Insurance Company) Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI, MOLD OR MICROBIAL MATTER EXCLUSION

This insurance does not apply to loss(es), claim(s) or suit(s) arising out of or in anyway related to, in whole or part, the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any pollutant(s) or pollution condition(s), regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such loss or damage.

This exclusion shall also apply to any loss(es), claim(s), suit(s), cost(s) or expense(s) arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediation of, or disposing of, or in any way responding to or assessing the effects of pollutant(s) or pollution condition(s) by any insured or by any other person or entity.

For the purpose of this endorsement, the following additional DEFINITIONS apply to all Coverage Parts:

- Fungi or fungus means any of numerous eukaryotic organisms of the kingdom Fungi, which lack chlorophyll and vascular tissue and range in form from a single cell to a body mass of branched filamentous hyphae that produce specialized fruiting bodies.
- 2. **Microbial matter** means **fungi**, **mold**, bacteria or viruses which reproduce through the splitting of cells, the release of spores or by any other means, whether or not such **microbial matter** is living.
- 3. **Mold** means any of the various **fungi** responsible for the disintegration of organic or inorganic matter, or the growth of such **fungi**.
- Structure means a roofed and walled building built for permanent use.

For the purpose of this endorsement, the following **DEFINITIONS** are deleted in their entirety from all Coverage Parts and replaced by the following:

Pollutants mean microbial matter, mold, mildew, bacteria, viruses, spores or fungi.

Pollution condition means the discharge, dispersal, seepage, migration, growth, release or escape of pollutants into or within any structure on land, provided such conditions are not naturally occurring in the environment in the amounts and concentrations discovered. Pollution conditions shall include pollutants in any structure on land and the atmosphere contained within that structure.

All other terms and conditions remain the same.

Named Insured	· · · · · · · · · · · · · · · · · · ·		·		Endorsement Number
McManus Cor	nstruction, Inc.				
Policy Symbol	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
	f Insurance Company)	<u> </u>			
Westchester \$	Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS AMENDATORY ENDORSEMENT

This insurance does not apply to **bodily injury** or **property damage** at any time arising out of the manufacture of, mining of, sale of, installation of, or distribution of asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of such **bodily injury** or **property damage** at any time as a result of the manufacture of, mining of, sale of, installation of, or distribution of asbestos products, asbestos fibers or asbestos dust.

Furthermore, the Company shall not be obligated to defend any **claim** or **suit** against any insured alleging **bodily injury** or **property damage** resulting from or contributed to, by any and all manufacture of, mining of, sales of, installation of, or distribution of asbestos products, asbestos fibers or asbestos dust.

For the purpose of this endorsement, **bodily injury** shall include disability, disease, occupational disease, sickness, and shock.

Named Insured McManus Cor	nstruction, Inc.				Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
• • •	Insurance Company) Surplus Lines Insurance (Company			· · · · · · · · · · · · · · · · · · ·

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION

This insurance does not apply to claim(s) or suit(s) arising out of the following:

- 1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service; correction, or replacement, of an exterior insulation and finish system (EIFS) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulkings or sealants in connection with such a system.
- 2. Any work or operations with respect to any exterior component, fixture or feature of any structure if an **exterior insulation and finish system** is used on any part of that structure.

This exclusion applies to your work described in Paragraph 1. or 2. above performed by you or on your behalf:

For the purpose of this endorsement, the following **DEFINITION** is added:

Exterior insulation and finish system means an exterior cladding or finish system used on any part of any structure and consisting of:

- 1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials; or
- 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; or
- 3. A reinforced base coat; or
- 4. A finish coat providing surface texture and color.

Named Insured McManus Constru	uction, Inc.	· <u></u>			Endorsement Number
(·	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
Issued By (Name of Insur Westchester Surp	rance Company) Dlus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR HAZARD LIABILITY EXCLUSION

This insurance does not apply to:

A. Bodily injury or property damage:

- 1. With respect to which the Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of insurance;
- 2. Resulting from the hazardous properties of nuclear material and with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Resulting from the hazardous properties of nuclear material, if:
 - 1. The nuclear material
 - (a) Is at any **nuclear facility** owned by, or operated by or on behalf of the Insured;
 - (b) Has been discharged or dispersed therefrom;
 - 2. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the Insured; or
 - 3. The **bodily injury** or **property damage** arises out of the furnishing by the Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, located within the United States of America, its territories or possessions or Canada.
- C. As used in this exclusion:
 - 1. Hazardous properties include radioactive, toxic, or explosive properties.
 - 2. Nuclear material means source material, special nuclear material, or byproduct material.

- 3. **Source material, special nuclear material,** and **byproduct material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 4. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- 5. Waste means any waste material:
 - (a) Containing **byproduct material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content;
 - (b) Resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of **nuclear facility**;
- 6. Nuclear facility means:
 - (a) Any nuclear reactor;
 - (b) Any equipment or device designed or used for:
 - i. Separating the isotopes of uranium or plutonium;
 - ii. Processing or utilizing spent fuel; or
 - iii. Handling, processing or packaging waste;
 - (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**;
 - (e) The site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 8. **Property damage** includes all forms of radioactive contamination of property.

Named Insured McManus Cor	nstruction, Inc.		3		Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
1	Insurance Company) Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION

This insurance does not apply to any claim(s) or suit(s) for bodily injury arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust or sand; or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such claim(s) or suit(s).

Named Insured		Endorsement Number			
McManus Co	nstruction, Inc.				
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
1	Insurance Company)				
Westchester	Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT ENDORSEMENT

Information about service of suits upon us is given below. Service of process of **suit** against us may be made upon the following person, or another person we may designate:

Saverio Rocca, Assistant General Counsel ACE USA Companies 436 Walnut Street - WA04K Philadelphia, PA 19106

The person named above is authorized and directed to accept service of process on our behalf in any action, suit or proceeding instituted against us. If you request, we will give you a written promise that a general appearance will be entered on our behalf if a suit is brought.

If you request, we will submit to the jurisdiction of any court of competent jurisdiction. We will accept the final decision of that court or any Appellate Court in the event of an appeal.

The laws of some jurisdictions of the United States of America require that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as our agent for service of process.

In these jurisdictions, we designate the Director of Insurance as our true and lawful attorney upon whom service of process on our behalf may be made. We also authorize the Director of Insurance to mail process received on our behalf to the company person named above.

If you are a resident of Canada, you may also serve **suit** upon us by serving the government official designated by the law of your province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

Named Insured McManus Cor	nstruction, Inc.				Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
	Insurance Company) Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM ENDORSEMENT - 25% MINIMUM EARNED

The Minimum Earned Premium due for this policy shall be calculated in accordance with the following:

- 1. In the event of cancellation of this policy by the first **Named Insured** the minimum earned premium due if this policy remains in effect for ninety (90) days or less shall be twenty-five percent (25%) of the amount entered as advance premium on the Declarations of this policy; and
- 2. In the event of cancellation of this policy by the first **Named Insured** after this policy has been in effect for more than ninety (90) days, the return premium due, if any, shall be computed at a rate equal to ninety percent (90%) of the pro-rata unearned policy premium, subject, however, to final premium adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy; and
- In the event of cancellation of this policy by the Company for reasons other than non-payment of premium, the earned premium for this policy shall be computed on a pro-rata basis, subject, however, to final premium adjustment in accordance with our rules, rates and Premium Audit provisions of this policy; and
- 4. The following supersedes any provision to the contrary contained in the policy to which this endorsement is attached:

The premium entered in the Declarations of this policy as advance premium is a provisional premium only and is subject to adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy. Premium adjustments effected as a result of premium audits will be done after the policy is no longer in effect but may be done by the Company while the policy is in effect. Premium audit adjustment calculations will be made to determine additional premiums only. The first **Named Insured** agrees that there will be no downward adjustment of the advance premium resulting from the Premium Audit provisions of this policy. You agree that we may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

Named Insured McManus Cons	truction, Inc.	Endorsement Number			
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
Issued By (Name of In Westchester Su	surance Company) Irplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION MANAGEMENT PROFESSIONAL EXCLUSION - GENERAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to SECTION 1- COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

Construction Management

The coverage afforded by this policy does not apply to **bodily injury**, **property damage**.or... personal and advertising injury arising out of:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawing, opinions, reports, surveys, field orders, change orders or drawing and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager; or
- (2) Inspection, supervision, quality control, architectural or engineering activities down by or for you on a project on which you serve as construction manager.

This exclusion does not apply to **bodily injury** or **property damage** arising out of construction work or demolition work done by you, your **employees**, or your subcontractors.

Named Insured McManus Cor	nstruction, Inc.	Endorsement Number			
Policy Symbol	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
	Insurance Company) Surplus Lines Insurance	Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENGINEERS, ARCHITECTS AND SURVEYORS PROFESSIONAL EXCLUSION – GENERAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to SECTION 1- COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

Engineers, Architects or Surveyors

The coverage afforded by this policy does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of, or failure to render, any **professional services** by you or your engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

- (1) The preparing, approving, or failure to prepare or approve maps, shop drawing, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Named Insured					Endorsement Number
McManus Cor	nstruction, Inc.				
Policy Symbol	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
, , ,	Insurance Company)				
Westchester S	Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSPECTION, APPRAISAL AND SURVEY EXCLUSION - GENERAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to SECTION 1- COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

Inspection, Appraisal and Survey

The coverage afforded by this policy does not apply to **bodily injury**, **property damage**:oracle **personal and advertising injury** for which the Insured may be held liable because of the rendering or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey, or audit services.

Named Insured McManus Cor	nstruction, Inc.			·	Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
	finsurance Company) Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TESTING OR CONSULTING PROFESSIONAL LIABILITY EXCLUSION - GENERAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

Testing or Consulting

The coverage afforded by this policy does not apply to **bodily injury**, **property damage**:or repersonal and advertising injury arising out of:

- (1) An error, omission, defect or deficiency in:
 - (a) Any test performed; or
 - (b) Any evaluation, consultation or advice given by or on behalf of any Insured;
- (2) The reporting of or reliance upon any such test, evaluation, consultation or advice; or
- (3) An error, omission, defect or deficiency in experimental data or the insured's interpretation of such data.

Named Insured McManus Con	struction, Inc.	Endorsement Number			
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
	Insurance Company) Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION - GENERAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusions, f. under Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability, is deleted in its entirety and replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) **Bodily injury** or **property damage** which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - (b) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

Named Insured McManus Cor	nstruction, Inc.				Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
	Insurance Company) Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT RELATED PRACTICES EXCLUSION

This insurance does not apply to bodily injury or personal injury arising out of:

- (1) Any refusal to employ; or
- (2) Any termination of employment; or
- (3) Any coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment related practice, policy, act or omission; or
- (4) Consequential bodily injury or personal injury as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the **bodily injury**.

Named Insured McManus Cor	nstruction, Inc.				Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
1	f Insurance Company) Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINED WORDS AND PHRASES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The fourth paragraph in the preamble of form CG·00 01, COMMERCIAL GENERAL-LIABILITY-COVERAGE-FORM, is deleted and replaced as follows:

Other words and phrases appearing in quotation marks or in bold print have special meaning. Refer to **Section V** – Definitions. Words and phrases appearing in bold print in endorsements attached hereto are subject to the definitions in **Section V** unless specifically defined within the endorsement.

Named Insured McManus Con	struction, Inc.	Endorsement Number			
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
	Insurance Company) Surplus Lines Insurance (Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI, MOLD OR MICROBIAL MATTER EXCLUSION

This insurance does not apply to loss(es), claim(s) or cleanup costs arising out of or in anyway related to, in whole or part, the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any pollutant(s) or pollution condition(s), regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such loss or damage.

This exclusion shall also apply to any loss(es), claim(s), cleanup costs, cost(s) or expense(s) arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediation of, or disposing of, or in any way responding to or assessing the effects of pollutant(s) or pollution condition(s) by any insured or by any other person or entity.

For the purpose of this endorsement, the following additional DEFINITIONS apply to all Coverage Parts:

- Fungi or fungus means any of numerous eukaryotic organisms of the kingdom Fungi, which lack chlorophyll and vascular tissue and range in form from a single cell to a body mass of branched filamentous hyphae that produce specialized fruiting bodies.
- Microbial matter means fungi, mold, bacteria or viruses which reproduce through the splitting of cells, the release of spores or by any other means, whether or not such microbial matter is living.
- 3. **Mold** means any of the various **fungi** responsible for the disintegration of organic or inorganic matter, or the growth of such **fungi**.
- 4. Structure means a roofed and walled building built for permanent use.

For the purpose of this endorsement, the following **DEFINITIONS** are deleted in their entirety from all Coverage Parts and replaced by the following:

Pollutants mean microbial matter, mold, mildew, bacteria, viruses, spores or fungi.

Pollution condition means the discharge, dispersal, seepage, migration, growth, release or escape of **pollutants** into or within any **structure** on land, provided such conditions are not naturally occurring in the environment in the amounts and concentrations discovered. **Pollution conditions** shall include **pollutants** in any **structure** on land and the atmosphere contained within that **structure**.

Named Insured		Endorsement Number				
McManus Cor	nstruction, Inc.					
Palicy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	•	Effective Date of Endorsement
Issued By (Name of	Insurance Company)	2				
Westchester S	Surplus Lines Insurance	Company				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTENDED USE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREMISES POLLUTION LIABILITY INSURANCE POLICY
PUBLIC ENTITIES PREMISES POLLUTION LIABILITY INSURANCE POLICY
EDUCATIONAL FACILITIES PREMISES POLLUTION LIABILITY INSURANCE POLICY
THIRD PARTY PREMISES POLLUTION LIABILITY ENDORSEMENT
ONSITE CLEANUP PREMISES POLLUTION LIABILITY ENDORSEMENT
STORAGE TANK POLLUTION LIABILITY INSURANCE POLICY

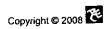
The use of the **covered location(s)** during the **policy period** is warranted to be as follows:

Construction & Debris Landfill		uf .
		<u> </u>

If at any time after signing the application, the **Named Insured** shall become aware of any change in any of the facts declared to Insured, including the planned or actual use of the **covered location(s)**, or if the **Named Insured** shall subsequently receive information indicating a change in ownership, operation or use of a **covered location(s)**, the **Named Insured** must advise the Insurer in writing of such change as soon as practicable, but in no event more than forty-five (45) days of such change.

If such notice of a change in planned or actual use of the **covered location(s)** is not provided to us in the time allotted, coverage at the **covered location(s)** shall be void as of the first day of such change in use.

Upon receipt of notice indicating a change in the ownership, operation or use of a covered location, the Insurer has the right to amend the policy terms and conditions, included to but not limited to, charging additional premiums or cancellation.





Westchester Surplus Lines Insurance Company
 Insurance Company
McManus Construction, Inc.
 Policyholder
G2206115A 004
 Policy Number
Risk Placement Services, Inc.
 Broker/Producer

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You were notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, SUCH POLICIES MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABIITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$_{819}\$, however you elected to decline such coverage.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Named Insured McManus Co	onstruction, Inc.	 -			Endorsement Number
Policy Symbol	Policy Number G2206115A 004	Policy Period 05/01/2008	to	05/01/2009	Effective Date of Endorsement
1 1	of Insurance Company) Surplus Lines Insurance	Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. The following exclusion is added to all coverage parts:

This insurance does not apply to:

TERRORISM

Any injury or damage arising, directly or indirectly, out of a certified act of terrorism.

- B. The following definitions are added:
 - For the purposes of this endorsement, "any injury or damage means any injury or damage covered under this Policy or any Coverage Part to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, corrective action costs or cleanup costs as may be defined in any applicable Coverage Part.
- 2. Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured McManus Cor	nstruction, Inc.				Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	to	05/01/2009	Effective Date of Endorsement
Issued By (Name of	Insurance Company)	<u> </u>		<u> </u>	
Westchester :	Surplus Lines Insurance	e Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us.from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent



Claims Directory Environmental/Umbrella/Excess Casualty

Claims or Loss Notices related to this policy should be reported to the following:

Claim Office	Location	Fax and Email
ACE Westchester Claims	P.O. Box 25152 Lehigh Valley, PA 18002-5152	First Notices Fax: 215.640.5055 or 1.877.518.3494 First Notices Email: WSGUMB-LTECLAIMS@ACE-INA.COM

SIGNATURE ENDORSEMENT

١.

Named Insured McManus Co	nstruction, Inc.	-			Endorsement Number
Policy Symbol PPL	Policy Number G2206115A 004	Policy Period 05/01/2008	то	05/01/2009	Effective Date of Endorsement
1.7	f Insurance Company) Surplus Lines Insurance	Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.

ILLINOIS UNION INSURANCE COMPANY

525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

INA SURPLUS INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

GEORGE D. MULLIGAN, Secretary

WESTCHESTER SURPLUS LINES INSURANCE COMPANY

500 Colonial Center Parkway, Suite 200, Roswell, GA 30076

Leange D. MULLIGAN, Secretary

DENNIS A. CROSBY, JR., President

JOHN J. LUPICA, President

Authorized Agent

ATTACHMENT 17

. Financial Assurance Documentation



February 13, 2008

Dr. Chuck Brown
Assistant Secretary of Environmental Services
Louisiana Department of Environmental Quality
P. O. Box 4313
Baton Rouge, LA 70821-4313

Via Registered Mail

RE:

McManus Construction, Inc. Evergreen Site. - Solid Waste Facility Trust Agreement

Facility ID Number: D-019-12694, Permit Number: 2007-0061

Dear Dr. Brown:

Enclosed is an executed Solid Waste Facility Trust Agreement by and between, McManus Construction, Inc., the "Grantor", and Argent Trust, a division of National Independent Trust Company, "the Trustee".

If you should have any questions or need additional information, please do not hesitate to contact me at 318.251.5803.

Sincerely,

Ĺaha Wade, CCTS

Vice President &

Institutional Services Officer

CC: Sheldon McManus, President, McManus Construction (2). Blaine Johnson, P.E., Arabie Environmental Solutions, Inc.

SOLID WASTE FACILITY TRUST AGREEMENT/STANDBY TRUST AGREEMENT

This Trust Agreement, the "Agreement" entered into as of U day of February, 2008 by and between McManus Construction, Inc, a corporation, organized under the laws of the State of Louisiana, and in good standing, the "Grantor," and Argent Trust, a division of National Independent Trust Company, a national bank, the "Trustee."

WHEREAS, the Department of Environmental Quality of the State of Louisiana, an agency of the state of Louisiana, has established certain regulations applicable to the Grantor, requiring that a permit holder or applicant for a permit of a solid waste processing or disposal facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility;

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facility identified herein;

WHEREAS, the Grantor, acting through its duly authorized officers, has selected Argent Trust, a division of National Independent Trust Company, to be the Trustee under this Agreement, and Argent Trust, a division of National Independent Trust Company, is willing to act as Trustee.

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement:

- (a). The term "Grantor" means McManus Construction, Inc., the permit holder or applicant who enters into this Agreement and any successors or assigns of the Grantor.
- (b). The term "Trustee" means Argent Trust Company, Inc., as the Trustee who enters into this Agreement and any successor trustee.
- (c). The term "Secretary" means the Secretary of the Louisiana Department of Environmental Quality.
- (d). The term "administrative authority" means the Secretary or a person designated by him to act therefore.

SECTION 2. IDENTIFICATION OF FACILITIES AND COST ESTIMATES

This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

SECTION 3. ESTABLISHMENT OF FUND

The Grantor and the Trustee hereby establish a trust fund, the "Fund", for the benefit of the Louisiana Department of Environmental Quality. The Grantor and the Trustee intend that no

third party shall have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, in trust, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the administrative authority.

SECTION 4. PAYMENT FOR CLOSURE AND/OR POST-CLOSURE CARE OR LIABILITY COVERAGE

The Trustee shall make payments from the Fund as the administrative authority shall direct, in writing, to provide for the payment of the costs of liability claims, closure and/or post-closure care of the facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the administrative authority from the Fund for liability claims, closure and/or post-closure expenditures in such amounts as the administrative authority shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the administrative authority specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

SECTION 5. PAYMENTS COMPRISED BY THE FUND

Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

SECTION 6. TRUSTEE MANAGEMENT

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims, except that:

- (a). Securities or other obligations of the Grantor, or any owner of the facility or facilities or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government.
- (b). The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and

(c). The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

SECTION 7. COMMINGLING AND INVESTMENT

The Trustee is expressly authorized, at its discretion:

- (a). To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b). To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1, et seq., including one which may be created, managed, or underwritten, or one to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares at its discretion.

SECTION 8. EXPRESS POWERS OF TRUSTEE

Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a). To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b). To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c). To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all securities are part of the Fund;
- (d). To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and

(e). To compromise or otherwise adjust all claims in favor of, or against, the

SECTION 9. TAXES AND EXPENSES

Fund.

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and other proper charges and disbursements of the Trustee shall be paid from the Fund.

SECTION 10. ANNUAL VALUATION

The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the administrative authority a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee, within 90 days after the statement has been furnished to the Grantor and the administrative authority, shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

SECTION 11. ADVICE OF COUNSEL

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

SECTION 12. TRUSTEE COMPENSATION

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

SECTION 13. SUCCESSOR TRUSTEE

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor or trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall in writing specify to the Grantor, the administrative authority, and the present Trustee by certified mail 10 days before such change becomes effective the date on which it assumes

administration of the trust. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

SECTION 14. INSTRUCTIONS TO THE TRUSTEE

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by the persons designated in the attached Exhibit A or such other persons as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the administrative authority to the Trustee shall be in writing and signed by the administrative authority. The Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or termination of the authority of any person to act on behalf of the Grantor or administrative authority hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or administrative authority, except as provided for herein.

SECTION 15. NOTICE OF NONPAYMENT

The Trustee shall notify the Grantor and the administrative authority, by certified mail, within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist.

SECTION 17. IRREVOCABILITY AND TERMINATION

Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

SECTION 18. IMMUNITY AND INDEMNIFICATION

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any direction by the Grantor or the administrative authority issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any

act or conduct in its official capacity, including all reasonable expenses incurred in its defense in the event that the Grantor fails to provide such defense.

SECTION 19. CHOICE OF LAW

This Agreement shall be administered, construed, and enforced according to the laws of the state of Louisiana.

SECTION 20. INTERPRETATION

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized [and their corporate seals to be hereunto affixed] and attested to as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in LAC 33:VII.1399.Appendix D, on the date first written above.

WITNESS	ES:	,		
La Gr	$\sim Q_{ij}$	Due	Freel	
	DEBRI	4 J.	Bush	التولير
Figure 3	Doch	·		
1	R + 191	2 N	ash	

GRANTOR:

McManus Construction, Inc.

By: Aheldefm-num

TRUSTEE:

Argent Trust, a division of

National Independent Trust Company

Its: Senior Vice President

& Regional Manager

[Seal]

STATE OF LOUISIANA PARISH OF Calcasieu

BE IT KNOWN, that on this 10 day of February, 2008, before me, the undersigned Notary Public, duly commissioned and qualified within the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared SHELDON MCMANUS, to me well known, who declared and acknowledged that he had signed and executed the foregoing instrument as his act and deed, and as the act and deed of MCMANUS CONSTRUCTION, INC, a corporation, for the consideration, uses, and purposes and on terms and conditions therein set forth.

And the said appearer, being by me first duly sworn, did depose and say that he is the PRESIDENT of said corporation and that he signed and executed said instrument in his said capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the State and Parish aforesaid, on the day and date first hereinabove written, and in the presence of DELKA J Bus KNE// and Rlaggie flash, competent witnesses, who have hereunto subscribed their name as such, together with said appearer and me, said authority, after due reading of the whole.

WITNESSES:

TNESSES:

1-ha J. Dan Luce

Notation Lafargine # 052112

NOTARY PUBLIC VONITA LAFARGUE

Riggie Hash

STATE OF LOUISIANA PARISH OF Calcasie

BE IT KNOWN, that on this <u>U</u> day of <u>rebruary</u>, 2008, before me, the undersigned Notary Public, duly commissioned and qualified within the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared ALLAIN G. DAVIDSON, JR., to me well known, who declared and acknowledged that he had signed and executed the foregoing instrument as his act and deed, and as the act and deed of ARGENT TRUST, A DIVISION OF NATIONAL INDEPENDENT TRUST COMPANY, a corporation, for the consideration, uses, and purposes and on terms and conditions therein set forth.

And the said appearer, being by me first duly sworn, did depose and say that he is the SENIOR VICE PRESIDENT AND REGIONAL MANAGER of said corporation and that he signed and executed said instrument in his said capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the State and Parish aforesaid, on the day and date first hereinabove written, and in the presence of <u>Negan Denwit</u> and complete competent witnesses, who have hereunto subscribed their name as such, together with said appearer and me, said authority, after due reading of the whole.

WITNESSES:

NOTARY PUBLIC Angle Ware

#59539

SCHEDULE A CLOSURE AND POST CLOSURE ESTIMATES

AI No: 84822

SITE ID NO: D-019-12694 SITE NAME: EVERGREEN FACILITY NAME: EVERGREEN FACILITY PERMIT No: 2007-0061

MCMANUS CONSTRUCTION, INC. EVERGREEN SITE CALCASIEU PARISH, LOUISIANA

CLOSURE COST ESTIMATE

Item	Quantity	Unit Cost(\$/unit)	Total (\$
G. F I Proposition	22,000 sq. ft.	0.1	2,200
Grading and Preparation of Fill Area	22,000 34. 1.		
Cover Material and	2,500 cu.yd.	3	7,500
Topsoil Placement		 	1,000
Re-Vegetation	0.5 acre	2000	1,000
Closure Verification	4 hrs.	100	400
	SUBTOTAL		11,100
	20% CONTINGENCY TOTAL ESTIMATED		2,220 13,320

POST-CLOSURE COST ESTIMATE (3 YEARS)

Item	Quantity	Unit Cost(\$/unit)	Total (\$
Inspections	40 hrs.	70	8,400
Additional Cover	300 cu.yd.	5	4.500
Partial Re-Vegetation	0.75 acres	2000	4,500
Reporting	1 report	500	1,500
	SUBTOTAL SOME CONTINUES NICK		18,900 3,780
	20% CONTINGENCY TOTAL ESTIMATED		22,680

Updated January 2008

EXHIBIT A TO THE SOLID WASTE FACILITY TRUST AGREEMENT OF MCMANUS CONSTRUCTION, INC. GRANTOR, AND ARGENT TRUST, A DIVISION OF NATIONAL INDEPENDENT TRUST COMPANY, TRUSTEE, RELATIVE TO THE EVERGREEN ROAD LANDFILL

The persons designated to provide orders, requests, and/or instructions on behalf of McManus Construction, Inc., Grantor, to the Trustee, Argent Trust, a division of National Independent Trust Company, shall be as follows:

Sheldon J. McManus, President

Debra J. Bushnell, Secretary

Larry D. Henagan, CPA,

SCHEDULE B TO THE SOLID WASTE FACILITY TRUST AGREEMENT OF MCMANUS CONSTRUCTION, INC., GRANTOR, AND ARGENT TRUST, A DIVISION OF NATIONAL INDEPENDENT TRUST COMPANY, TRUSTEE, RELATIVE TO THE EVERGREEN SITE

Per Schedule A attached hereto, and the corresponding permit application, the closure cost estimate and post closure cost estimate total \$36,000. Per the estimated remaining life expectancy of the facility of fifteen (15) years as stated in the permit application, and pursuant to the applicable regulations, McManus Construction, Inc. will fund the trust established herein by providing to the Trustee incremental cash payments, on a annual basis, equal to the then current closure and post closure cost estimates, divided by the number of years in the pay in period. Accordingly, McManus will make an initial payment of \$2,400.00 at the current time, with subsequent annual payments after each anniversary of the date of the first payment.

SCHEDULE C TO THE SOLID WASTE FACILITY TRUST AGREEMENT OF MCMANUS CONSTRUCTION, INC., GRANTOR, AND ARGENT TRUST, A DIVISION OF NATIONAL INDEPENDENT TRUST COMPANY, TRUSTEE, RELATIVE TO THE EVERGREEN SITE

This Schedule is attached to and forms a part of a Solid Waste Facility Trust
Agreement (the "Agreement") by McManus Construction, Inc., as Grantor, and Argent
Trust, a division of National Independent Trust Company, as Trustee. The compensation
of the Trustee referred to in Section 12 of the Agreement shall be as follows:

- The Standby Trust is subject to the greater of a base fee of \$1,000.00 per year or 1.5% of the annual market value of the account.
- A reasonable termination fee will be charged based upon the time and responsibility involved in transferring an account and the length of time the account has been administered. A typical termination fee is the annual fee for the account. Additional fees will be charged for any physical delivery of assets.
- All fees are subject to change based upon reasonable notice.

Aditivien of National Superview trea Compain. P.O. Drawer 1410 - Ruston, LA 71273-1410

Statement of Account

January 1, 2008 Through March 31, 2008

- Evergreen Site Calcasieu Parish, Louisiana Solid Waste Facility Trust McManus Construction, Inc. -

Account Number: 015623

McManus Construction, Inc.

3955 Hwy 90 B

Afin: Ms. Debra Bushnell

Lake Charles, LA 70615

For questions regarding your statement, please confact Lana Wade

Confidential And Privileged Information

Account Name: McManus Construction Evergreen SW Fac.

Account No : 015623

Account Summary

18: 18: 18: 18: 18: 18: 18: 18: 18: 18:			
2.400.00 0.00 Oistributions: perises: (15) (Income Assets Only): 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	rket Value :		\$ 0.00
2.40 (a) 0.00 (b) 0.00 (b) 0.00 (c) 0.00 (c) 0.00 (d) 0.00 (d) 0.00 (d) 0.00 (d) 0.00 (d) 0.00 (e) 0.0			
2.40 Distributions : perises : (15) (16) (16) (17) (17) (18) (18) (19) (1	Bposits	2,400.00	
2.40 Distributions: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Peposits:	00.0	· ·
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Total Recelpts :		2,400.00
0.00 0.00 0.00 0.00 1ts: (income Assets Only): 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.			
Obsirbutions : 0.00	iemenis	ġoro	
peinses: (15) (100) (2.65) (100) (Income Assets Only): (Income Assets Only): (100) (1	Withdrawals and Distributions:	00.0	
(Income Assets Only): (Income Assets Only): 0.00 0.00 0.00 0.00 8.2,40	Administrative Expenses :	0.00	<i>:</i>
0.00 2.55 0.00 0.00 0.00 0.00 0.00 0.00	Total Payments:		00.00
0.00 2.65 0.00 0.00 0.00 0.00 0.00 0.00 0.00 82,40	Investment Income:		, .
2.55 0.00 0.00 0,00 0,00 0,00 0,00 8.2,40	Tax Free Income:	00.00	
0.00 0.00 0.00 0.00 0.00 0.00 0.00 8.2,40	Taxable Inferest:	2.55	· · · ·
(Income Assets Only): O.00 O.00 Ient Income: o.00 S.2,40	Dividends:	00.0	• • •
0,00 0.00 0.00 8.2,40	Return of Capital (Income Assets Only):	000	
lent Income: 0.00 \$2,40	Other Income:	00'0	• .
0.00 ient Grawth : \$ 2,40	Total Investment Income:		2.55
ient Growth :	Investment Growth ?	00'0	
	Fotal Investment Growth :		0.00
	Bnding Market Value	***	2,402.55

Account Name: McManus Construction Evergreen SW Fac.

Account No: 015623

Asset Statement

Account Name: McManus Construction Evergreen SW Fac.

Account No : 015623

Fransa	Fransactions						! .
Date	Description	·			Income		Principal
	* * * Slarting Balances * * *		,		\$ 0.00	•	\$ 0.00
02/12/2008	Cash Deposit						2,400.00
	Receipt of Funds Payment 1 of 15						
	post closure care requirement			· · · · · · · · · · · · · · · · · · ·			
03/03/2008	Daily Factor - Dividend	•			2.55		
•	Federated UST Cash Reserve inst #125 Payable On 02/29/2008						
	Dividend From 02/01/2008 To 02/29/2008		•				

2 Purchase(s) For	01/01/2008 To 03/31/2008	0.00	.2,402.5
* * * Bnding Balances * * *		\$ 2.56	\$ 2.5

ATTACHMENT 18

Addendum to Permit Application
Per LAC 33.I.1707

ardous id Was	pe (check one) s Waste Air Ste Water Ste Licensing	Agency Interest Numb Is this a copy of a prev If yes, indicate the orig If yes, indicate the orig	iously submitt inal submittal	date:	_	
·	ment of Environmental Quality Permits Division P.O. Box 4313 Rouge, LA 70821-4313 (225) 219-3181	Addendum to Per pe LAC 33	er		ns Figure 1	LDEQ
Plense Type Or Print	Company Name McManus Construction, Inc. Parent Company (if Company N Same Plant name (if any)	ame given above is a division)	Derator Operator			
	Nearest town Westinke	Parish where located Calensieu				
	ntity applying for the perint. Permits in Louisiana. List	or an ownership interest in the	• ′			
[2. Þ	Permits in other states (lis	•	Department?	No⊠Y(es[]	
2. Diff	Permits in other states (list or you owe any outstanding stress, please explain. s your company a corporation our company's Certificate of tate.	fees or final penalties to the land or limited liability compant f Registration and/or Certific	y? No∏ Y cate of Good	es⊠ If y Standing	es, attach a from the S	
2. D If 3. Is you Certing I certing statem inform	Permits in other states (listed on you owe any outstanding of yes, please explain. So your company a corporation our company's Certificate of state. So your company a corporation our company's Certificate of state. So your company a corporation our company's Certificate of state. So your company a corporation our company's Certificate of state. So your company a corporation our company's Certificate of state.	fees or final penalties to the	y? No Yeate of Good which proversesonable in	es If your Standing of the criminal inquiry, the	es, attach a from the So	for false
2. D If 1 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	Permits in other states (listed on you owe any outstanding figures, please explain. So your company a corporation our company's Certificate of state. So your company a corporation our company's Certificate of state. So your company a corporation our company's Certificate of state.	fees or final penalties to the land or limited liability compant f Registration and/or Certification and United States law attion and belief formed after dendum to the Permit Application.	y? No Yeate of Good which provereasonable in ation, include	es If your Standing of the criminal inquiry, the	es, attach a from the So al penalties e statement achments the	for false s and hereto are
2. Description of the state of	Permits in other states (listed on you owe any outstanding of yes, please explain. So your company a corporation our company's Certificate of tate. In the fication: If younder provisions in Louments, that based on information contained in this Additional contained in this Ad	fees or final penalties to the land or limited liability compant f Registration and/or Certification and United States law ation and belief formed after dendum to the Permit Applic	y? No Yeate of Good which provereasonable in ation, include	es If your Standing of the criminal inquiry, the	es, attach a from the So al penalties e statement achments th	for false s and hereto are
2. Dr. If 2. If 3. Is Certif certif statem inform true, T	Permits in other states (listed on you owe any outstanding of yes, please explain. Syour company a corporation our company's Certificate of state. Signification: In the company of the	fees or final penalties to the land or limited liability compant f Registration and/or Certification and United States law ation and belief formed after dendum to the Permit Applic	y? No Yeate of Good which provereasonable in ation, included the control of the c	es If your Standing and criminal and all attains all attains.	es, attach a from the So al penalties e statement achments the	for false s and hereto are
2. Description of the state of	Permits in other states (listed to you owe any outstanding figures, please explain. So your company a corporation our company's Certificate of state. So your company a corporation our company's Certificate of state. So your company a corporation our company's Certificate of state. So your company's Certificate of state. So your company's Certificate of state. So your company's Certificate of state. So your company outstanding the state of state. So your company outstanding the state of your company outstanding the state of your company.	fees or final penalties to the land or limited liability compant f Registration and/or Certification and United States law ation and belief formed after dendum to the Permit Applic	y? No Yeate of Good which provereasonable ination, included	es If your Standing and criminal and all attains all attains.	es, attach a from the So al penalties e statement achments the	for false s and hereto are
2. D If 1 - 1 - 2 - 3. Is you state in information true, in state in the state in t	Permits in other states (listed to you owe any outstanding figures, please explain. So your company a corporation our company's Certificate of tate. In the fication: If younder provisions in Louments, that based on information contained in this Add accurate, and complete. Responsible Official Name Sheldon J. McManus Fitte President	fees or final penalties to the land or limited liability compant f Registration and/or Certification and United States law ation and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and belief formed after dendum to the Permit Application and dendum to the Permit Applica	y? No Yeate of Good which provereasonable in ation, included the control of the c	es If your Standing and criminal and all attains all attains.	es, attach a from the So al penalties e statement achments the	for false s and hereto are

form_7037_r03 06/30/04

United States of America State of Louisiana



As Secretary of State, Al Ater, I do hereby Certify that

MCMANUS CONSTRUCTION, INC.

A corporation domiciled in LAKE CHARLES, LOUISIANA,

Filed charter and qualified to do business in this State on April 1, 1978,

I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State.

I further certify that this Certificate is not intended to reflect the financial condition of this corporation since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set My hand and caused the Seal of my Office To be affixed at the City of Baton Rouge on,

March 1, 2006

Secretary of State 322000500



Certificate ID: 20060301001232

To validate this certificate, visit the following web site, go to Commercial Division, Validate Certificate, then follow the instructions displayed.

www.sos.louisiana.gov